

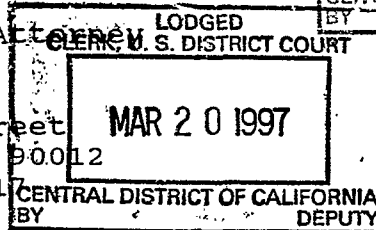
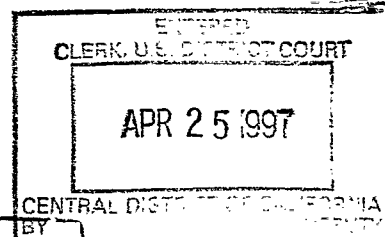
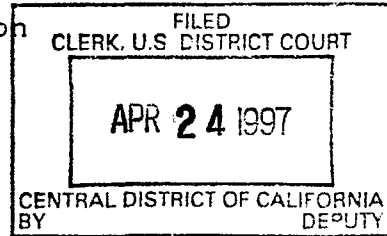
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

UNITED STATES OF AMERICA,)
PEOPLE OF THE STATE OF) CIV 83-2501 JMI
CALIFORNIA, et al.,)

Plaintiffs,)

v.)

J.B. STRINGFELLOW, JR.,) [proposed]
et al.,) "DE MINIMIS" CONSENT DECREE
AND SETTLEMENT AGREEMENT

Defendants)

cc: P. Brooks 4/29/97

1 I. BACKGROUND

2 A. The United States of America ("United States"), on
3 behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA"), and the State of California ("State")
5 jointly commenced this action by filing a Complaint in this
6 action on April 21, 1983, against numerous entities pursuant to,
7 inter alia, Sections 106 and 107 of the Comprehensive
8 Environmental Response, Compensation, and Liability Act
9 ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, as amended, for
10 injunctive relief and recovery of costs incurred in responding to
11 releases or threatened releases of hazardous substances at the
12 Stringfellow Superfund Site in Riverside, California (the
13 "Site"). On or about May 16, 1983, the United States and the
14 State (the "Governments") filed a First Amended Complaint.

15 B. In March 1988, certain defendants named in the
16 Complaint and Amended Complaint commenced third-party actions
17 against numerous persons or entities seeking contribution and/or
18 indemnity in connection with the claims brought by the
19 Governments (the "Third-Party Complaints").

20 C. After significant litigation of the Third-Party
21 Complaints, certain third-party plaintiffs and third-party
22 defendants in this action approached the Governments for
23 assistance in resolving the Third-Party Complaints. This Consent
24 Decree and Settlement Agreement ("Decree") is the result of
25 agreements reached between some, but not all, of the third-party
26 plaintiffs ("Settling Third-Party Plaintiffs") and a group
27 composed of (1) the third-party defendants determined to have
28 disposed, or arranged for disposal, of "de minimis" amounts of

1 wastes at the Site, and (2) certain successors in interest,
2 assigns, or entities otherwise potentially responsible for some
3 or all of the liabilities of one of the named third-party
4 defendants, collectively referred to in this Decree as the "De
5 Minimis Settling Defendants."

6 D. The Settling Third-Party Plaintiffs are: Alumax, Inc.;
7 the Deutsch Company; General Electric Co.; Paul Hubbs and Lucille
8 Hubbs; McDonnell Douglas Corporation; Montrose Chemical
9 Corporation of California; NI Industries; Northrop Corporation;
10 Quantum Chemical Corporation (formerly National Distillers &
11 Chemical Corporation); Quemetco Inc.; Rheem Manufacturing Co.;
12 Rockwell International Corporation; Rohr Industries; Stauffer
13 Chemical Company; J.B. Stringfellow, Jr.; Stringfellow Quarry
14 Company; Stringfellow Quarry Company, Inc.; and Weyerhaeuser, Inc.
15 Rainbow Canyon Manufacturing Corporation, (Rainbow Canyon) a
16 named defendant in the Complaint and Amended Complaint, has not
17 filed a third-party complaint. Rainbow Canyon is deemed to have
18 also joined herein as a Settling Third-Party Plaintiff and is a
19 signatory to this Decree.

20 E. The De Minimis Settling Defendants are listed on
21 Attachment A hereto.

22 F. The United States, the State of California, the
23 Settling Third-Party Plaintiffs and the De Minimis Settling
24 Defendants have engaged in extensive discovery in this action
25 and/or in the related Newman v. Stringfellow state court action
26 regarding waste alleged to have been sent to the Site. The total
27 volume of waste sent to the Site is estimated to exceed
28 33,000,000 gallons. Through consultation between the De Minimis

1 Settling Defendants and the Settling Third-Party Plaintiffs, a
2 list of the types of waste and approximate maximum volume of
3 waste believed to have been shipped by the De Minimis Settling
4 Defendants to the Site is attached to this Decree as
5 Attachment B. The maximum total volume of waste sent to the Site
6 by the De Minimis Settling Defendants is approximately 313,000
7 gallons.

8 G. Based upon the information listed in Attachment B
9 hereto, the Regional Administrator of the United States
10 Environmental Protection Agency, Region 9, has determined the
11 following:

12 (i) The settlement embodied in this Decree is
13 practicable and in the public interest;

14 (ii) This settlement involves only a minor portion
15 of the response costs at the Site with respect to each
16 De Minimis Settling Defendant;

17 (iii) Information currently known to EPA indicates
18 that the aggregate volume (by gallons) of hazardous
19 substances contributed to the Site by the De Minimis
20 Settling Defendants collectively does not exceed 1% of the
21 total volume (by gallons) of hazardous substances disposed
22 of at the Site;

23 (iv) Information currently known to EPA indicates
24 that the amount of hazardous substances contributed to
25 the Site by, or otherwise attributable to, each De
26 Minimis Settling Defendant is minimal in comparison to
27 other hazardous substances at the Site, and that the
28 hazardous substances contributed to the Site by, or

1 otherwise attributable to, each De-Minimis Settling
2 Defendant are not significantly more toxic or of
3 significantly greater hazardous effect than other
4 hazardous substances at the Site; and,

5 (v) Information provided to EPA indicates that
6 the amount to be paid by the De Minimis Settling
7 Defendants collectively is consistent with their
8 proportionate share of response costs based on the
9 estimated Total Response Costs for the Site, plus a
10 premium to address unforeseen contingencies.

11 H. Based on information currently available, the Director
12 of the Department of Toxic Substances Control of the California
13 Environmental Protection Agency and the Attorney General of the
14 State of California have determined that the settlement with the
15 De Minimis Settling Defendants as embodied in this Decree is
16 fair, reasonable and in accordance with California law.

17 I. The United States, the State, the Settling Third-Party
18 Plaintiffs and the De Minimis Settling Defendants agree that this
19 Decree is fair, reasonable, in the public interest, and in
20 furtherance of the statutory goals of CERCLA and California law.
21 These Parties also agree that entry of this Decree will resolve
22 significant issues in this action, truncate difficult, prolonged
23 and complicated litigation, and advance the remediation efforts
24 at the Site.

25 J. The United States, the State, the Settling Third-Party
26 Plaintiffs and the De Minimis Settling Defendants agree that
27 settlement of this case without further litigation and without
28 admission, adjudication, or determination of any issue of fact or

1 law, except as specified herein, is the most appropriate means of
2 resolving this action.

3 K. The United States, the State, the Settling Third-Party
4 Plaintiffs, and the De Minimis Settling Defendants intend that
5 the payments made under this Decree by the De Minimis Settling
6 Defendants will, except as provided otherwise herein, resolve the
7 liability of each De Minimis Settling Defendant for all response
8 costs incurred or to be incurred by any person at the Site and
9 thereby resolve all present or future claims, including but not
10 limited to pending Third-Party Complaints, against the De Minimis
11 Settling Defendants for any response costs incurred and to be
12 incurred by any person in connection with the Site.

13 L. By executing this Decree, the De Minimis Settling
14 Defendants do not admit to liability for any part of the Site or
15 to the extent of such liability if it does exist.

16 M. The United States, the State, and the Settling Third-
17 Party Plaintiffs agree that the use of the proceeds from this
18 settlement, as provided herein, is in their mutual best
19 interests. Although the payment of response costs by the De
20 Minimis Settling Defendants may raise issues regarding the
21 subsequent treatment of such payments in a later allocation and
22 accounting of response costs among the remaining parties in this
23 action, the Settling Third-Party Plaintiffs, the United States,
24 and the State agree that any issue regarding the effect of the
25 payments by the De Minimis Settling Defendants on any remaining
26 party's final allocation of response costs need not be resolved
27 prior to the entry of this Decree and that such issue should be
28 addressed in a final allocation and accounting procedure at a

1 time and in a manner to be determined either by agreement of the
2 parties or by the Court at some future date.

3 N. NOW, THEREFORE, before the taking of any testimony,
4 upon the pleadings, without the admission or adjudication of any
5 issue of fact or law, except as specified herein, and upon the
6 consent and agreement of the parties to this Decree by their
7 attorneys and authorized officials, it is hereby Ordered,
8 Adjudged, and Decreed as follows:

9 **II. JURISDICTION**

10 1. This Court has jurisdiction over the subject matter of
11 this action and over the Parties to this Decree pursuant to 28
12 U.S.C. §§ 1331, 1345, and 42 U.S.C. §§ 9613(b) and 9622(g)(4).
13 This Court also has pendent jurisdiction over claims brought by
14 the State of California and the Settling Third-Party Plaintiffs.
15 The De Minimis Settling Defendants are before the Court either as
16 persons named as a defendant in a third-party complaint filed in
17 this action or, for the limited purpose of this Decree hereby
18 appear in this action (to the extent such entities currently have
19 a legal existence) and submit to the jurisdiction of this Court
20 through the execution of this Decree. This Court has personal
21 jurisdiction over the De Minimis Settling Defendants and the
22 Settling Third-Party Plaintiffs. Solely for the purposes of this
23 Decree and its enforcement the De Minimis Settling Defendants
24 waive all objections and defenses that they may have to
25 jurisdiction of the Court or to venue in this District and shall
26 not challenge this Court's jurisdiction to enter and enforce this
27 Decree. The Parties agree to be bound by the terms of this
28

1 Decree and not to contest its validity in any subsequent
2 proceeding arising from it.

3 **III. PARTIES BOUND**

4 2. This Decree is binding upon the United States and the
5 State and shall apply to and be binding upon the De Minimis
6 Settling Defendants, the Settling Third-Party Plaintiffs, and
7 their successors and assigns. Any change in ownership or
8 corporate or other legal status, including, but not limited to,
9 any transfer of assets or real or personal property, shall in no
10 way alter the status or responsibilities of the De Minimis
11 Settling Defendants under this Decree. Each undersigned
12 representative of a De Minimis Settling Defendant or of a
13 Settling Third-Party Plaintiff to this Decree certifies that he
14 or she is fully authorized to commit to the terms and conditions
15 of this Decree and to execute and legally bind such party to this
16 document and has identified on Attachment C hereto, the name and
17 address of an agent who is authorized for purposes of this Decree
18 only to accept service of process by mail on behalf of that party
19 with respect to all matters arising under or relating to this
20 Decree.

21 **IV. DEFINITIONS**

22 3. Unless otherwise expressly provided herein, terms used
23 in this Decree that are defined in CERCLA, or in federal
24 regulations promulgated under CERCLA shall have the meaning
25 assigned to them in CERCLA, or in such regulations. Whenever
26 terms listed below are used in this Decree, the following
27 definitions shall apply:
28

1 "CERCLA" shall mean the Comprehensive Environmental
2 Response, Compensation, and Liability Act of 1980, as amended, 42
3 U.S.C. §§ 9601 et seq.

4 "Decree" shall mean this Consent Decree and Settlement
5 Agreement.

6 "De Minimis Settling Defendants" shall mean those parties
7 identified in Attachment A who, pursuant to the Regional
8 Administrator's determination, have been found to be De Minimis
9 parties under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g). "De
10 Minimis Settling Defendants" are those potentially responsible
11 parties allegedly contributing, or otherwise potentially
12 responsible for, collectively 1.0% or less of the total waste
13 volume at the Site. The volume and nature of the waste believed
14 by the Governments to have been contributed by each De Minimis
15 Settling Defendant is identified in Attachment B hereto.

16 "DTSC" shall mean the Department of Toxic Substances Control
17 within the California Environmental Protection Agency (formerly
18 the State Department of Health Services) and any successor
19 departments or agencies of the State.

20 "EPA" shall mean the United States Environmental Protection
21 Agency.

22 The "Governments" shall mean the United States, the State,
23 and any agency or department of either entity.

24 "Interest" shall mean interest at the rate specified for
25 interest on investments of the Hazardous Substance Superfund
26 established under subchapter A of chapter 98 of Title 26 of the
27 U.S. Code, in accordance with 42 U.S.C. § 9607(a).
28

1 "Mid-Canyon Pretreatment Plant" refers to the water
2 treatment facility, its appurtenances, and associated system of
3 wells, pumps, tanks, piping, and other facilities that were
4 selected as a remedial action through the 1984 ROD, or that were
5 or will be added to that facility pursuant to the 1987, 1990 or
6 any future ROD's.

7 "Parties" shall mean the United States, the State, each of
8 the De Minimis Settling Defendants, and each of the Settling
9 Third-Party Plaintiffs.

10 "Plaintiffs" shall mean the United States and the State.

11 The "1984 Record of Decision" or "1984 ROD" shall mean the
12 EPA Record of Decision relating to the Site signed on July 18,
13 1984 by the Administrator of EPA, and all attachments thereto.

14 The "1987 Record of Decision" or "1987 ROD" shall mean the
15 EPA Record of Decision relating to the Site signed on June 25,
16 1987 by the Deputy Regional Administrator, EPA Region IX, and all
17 attachments thereto.

18 The "1990 Record of Decision" or "1990 ROD" shall mean the
19 EPA Record of Decision relating to the Site signed on September
20 30, 1990, by the Regional Administrator, EPA Region IX, and all
21 attachments thereto.

22 "Response Cost" shall mean any direct or indirect cost
23 incurred in connection with the Site that any person is entitled
24 to recover under Sections 107 and/or 113(f) of CERCLA, 42 U.S.C.
25 §§ 9607 and 9613(f), or any analogous provision of State law.

26 "Settling Third-Party Plaintiffs" shall mean the following
27 persons or entities who were named as defendants by the United
28 States and the State or who have filed Third-Party Complaints in

1 this action against the De Minimis Settling Defendants: Alumax,
2 Inc.; the Deutsch Company; General Electric Co.; Paul Hubbs and
3 Lucille Hubbs; McDonnell Douglas Corporation; Montrose Chemical
4 Corporation of California; NI Industries; Northrop Corporation;
5 Quantum Chemical Corporation (formerly National Distillers &
6 Chemical Corporation); Quemetco Inc.; Rainbow Canyon
7 Manufacturing Corporation; Rheem Manufacturing Co.; Rockwell
8 International Corporation; Rohr Industries; Stauffer Chemical
9 Company; J.B. Stringfellow, Jr.; Stringfellow Quarry Company;
10 Stringfellow Quarry Company, Inc.; and Weyerhaeuser, Inc.

11 "Site" shall mean the Stringfellow Hazardous Waste Superfund
12 Site in Riverside County, California depicted generally on the
13 map attached to the 1990 ROD.

14 "State" shall mean the State of California, its Departments,
15 Agencies, and instrumentalities.

16 "Total Site Response Costs" shall mean all Response Costs
17 incurred, or to be incurred, by the United States, the State of
18 California, or any other person in connection with the Site.

19 "United States" shall mean the United States of America, its
20 Departments, Agencies and instrumentalities.

21 **V. REIMBURSEMENT OF RESPONSE COSTS**

22 4. Within the longer of either 20 days from the lodging of
23 this Decree or 10 days from the issuance of the necessary order
24 of this Court establishing a registry account, the De Minimis
25 Settling Defendants collectively shall pay into the Registry of
26 the Court for the Central District of California \$4,881,300 (the
27 "Settlement Amount"). Such payments shall be made by certified
28 check(s) or bank check(s) payable to the "Clerk, United States

1 District Court." Each such check shall include on its face a
2 statement that it is a payment in Civil Action No. CV 83-2501
3 (JMI) and shall be sent to: Office of the Clerk, United States
4 District Court for the Central District of California. The De
5 Minimis Settling Defendants shall cause copies of each check and
6 accompanying transmittal letter to be sent to the United States,
7 the State, and the Settling Third-Party Plaintiffs as provided in
8 Section XIV (Notices). In the event that full payment required
9 by this Paragraph is not made within the time required, interest
10 on the unpaid portion of the settlement amount shall begin to
11 accrue as provided in Paragraph 13, commencing on the first day
12 after deposit was required and concluding on the day that the
13 entire Settlement Amount, plus interest, has been deposited into
14 the Court Registry.

15 5. The Registry of the Court shall administer all amounts
16 paid under Paragraphs 4 and 13 in an interest bearing account
17 ("Registry Account") as provided for in an Order Directing the
18 Deposit of Settlement Amount into the Registry of the Court
19 ("Deposit Order") that this Court will issue subsequent to the
20 lodging of this Decree pursuant to Rule 67 of the Federal Rules
21 of Civil Procedure, 28 U.S.C. § 2042 and the Local Rules for the
22 Central District of California. All funds and interest accrued
23 thereon in the Registry Account shall be held in the name of the
24 "Clerk, United States District Court," and shall be disbursed in
25 accordance with the provisions of 28 U.S.C. § 2042, the Local
26 Rules for the United States District Court for the Central
27 District of California and this Decree.

1 6. Upon the entry of this Decree, the United States may
2 move this Court for an order directing transfer of the entire
3 amount in the Registry Account (\$4,881,300 plus all accrued
4 interest) to be paid to the EPA. The United States' motion shall
5 inform the Court regarding payment procedures acceptable to both
6 EPA and the Registry of the Court. In the event that the United
7 States withdraws its consent to this Decree pursuant to Section
8 XII of this Decree, or the Court for any reason declines to enter
9 this Decree, then pursuant to Section XVI of this Decree, the De
10 Minimis Settling Defendants shall be entitled to a return of all
11 monies deposited into the Registry Account, plus any accrued
12 interest.

13 7. In accordance with applicable regulations and guidance,
14 EPA shall segregate all payments from the Registry of the Court
15 pursuant to Paragraph 6 in a special account within the Hazardous
16 Substance Superfund. All proceeds paid into this special
17 account, and any interest that may be accrued thereon, shall be
18 used only for the purposes specified in Paragraph 8. This
19 special account shall be designated as the "PTP Special Account."

20 8. Except as otherwise provided in this Paragraph, funds in
21 the PTP Special Account shall be used by the United States and/or
22 the State for payment or reimbursement of only those costs
23 incurred in connection with the operation, maintenance and/or
24 modification (including construction work) of the Mid-Canyon
25 Pretreatment Plant commencing January 1, 1996, and concluding
26 upon the expenditure of all funds in the PTP Special Account.
27 These costs are limited to:
28

1 (a) All direct and indirect Costs incurred pursuant to
2 Inter-Agency Agreement ("IAG") Number DW96931513-01-0
3 between the United States Environmental Protection Agency
4 and the U.S. Army Corps of Engineers and its amendments or
5 modifications, or any superseding Inter-Agency Agreement or
6 other form of agreement entered into for the operation and
7 maintenance of the Mid-Canyon Pretreatment Plant;

8 (b) All direct and indirect costs incurred under any
9 contract for any aspect of operation and maintenance of the
10 Mid-Canyon Pretreatment Plant including, but not limited to
11 contracts for the actual operation of the Plant and
12 contracts let to obtain goods or services in connection with
13 the operation, maintenance and/or modification (including
14 construction work) of the Mid-Canyon Pretreatment Plant;

15 (c) All direct and indirect costs incurred for the
16 oversight of work performed in connection with the operation
17 and maintenance of the Mid-Canyon Pretreatment Plant; and,

18 (d) All direct and indirect costs that may be incurred
19 in connection with the letting and administration of
20 contracts for any services in connection with the operation
21 and maintenance of the Mid-Canyon Pretreatment Plant.

22 In the event operation of the Mid-Canyon Pre-Treatment Plant is
23 discontinued or suspended, or if a court orders a Party other
24 than one of the Settling Third-Party Plaintiffs to operate the
25 Mid-Canyon Pretreatment Plant, funds from the PTP Special Account
26 may be used for any other response action in connection with the
27 Site in the sole discretion of the United States, after informal
28 consultation with the State and Settling Third-Party Plaintiffs.

1 As a part of the consideration for the agreements embodied in
2 this Decree, Settling Third-Party Plaintiffs shall not, under any
3 circumstances, be required to assume or pay for operation of the
4 Mid-Canyon Pretreatment Plant until after the expenditure of all
5 funds in the PTP Special Account. Nothing in the preceding
6 sentence, however, shall be construed to suggest that the
7 Settling Third-Party Plaintiffs will agree to assume or to pay
8 for the operation of the Mid-Canyon Pretreatment Plant absent a
9 Court Order. The provisions regarding the use of the funds in
10 the PTP Special Account shall not be construed as limiting in any
11 way the scope of the matters covered in this Decree.

12 9. By agreeing to the use of monies in the PTP Special
13 Account as provided in Paragraph 8, Settling Third-Party
14 Plaintiffs do not waive, and hereby explicitly reserve, all
15 rights to seek from this or any other court of competent
16 jurisdiction, (a) an order requiring the State of California to
17 assume full responsibility for the operation and maintenance of
18 the Mid-Canyon Pretreatment Plant and/or (b) prohibiting further
19 funding from the Hazardous Substances Superfund of the operation
20 and maintenance of the Mid-Canyon Pretreatment Plant. The United
21 States and the State each reserve, and this Decree is without
22 prejudice to, all rights to oppose any actions described in the
23 preceding sentence.

24 10. The Parties acknowledge that (a) neither the United
25 States nor the State is obligated to pay, allocate, or otherwise
26 attribute, interest to sums maintained in the PTP Special Account
27 and that (b) nothing in this Decree shall be deemed to create any
28 right in any person to have interest accrue on, or be attributed

1 to, funds maintained in the PTP Special Account. Notwithstanding
2 the preceding sentence, in the event the United States Congress
3 appropriates any interest to the PTP Special Account, such
4 interest shall be subject to the requirements of Paragraph 8.

5 11. The Parties agree that, consistent with the provisions
6 of Paragraph 8, funds from the PTP Special Account may be
7 (a) transferred to the State through a Superfund Cooperative
8 Agreement or as otherwise allowed by law, and/or (b) expended
9 directly by EPA for actions that otherwise may be the
10 responsibility of the State. Settling Third-Party Plaintiffs and
11 Plaintiffs agree that any direct expenditure by EPA, or transfer
12 to the State, of any funds in accordance with this Decree shall
13 be deemed a sui generis act that shall not be used by any Party
14 as an admission of law or fact, or evidence of a waiver of any
15 rights, with respect to any dispute concerning any other
16 expenditures or transfers of funds by or between EPA and the
17 State. The Parties expressly intend that any direct use by EPA,
18 or transfer to the State, of funds from the PTP Special Account
19 shall not be raised, in any manner, in connection with any
20 dispute regarding any other transfer of funds to the State and/or
21 the application in this case of the provisions of CERCLA Section
22 104(c)(3), 40 C.F.R. Part 300 Subpart F, 40 C.F.R.
23 Part 35 or any related or analogous regulations or rule of law.

24 12. Settling Third-Party Plaintiffs may at their election
25 develop, prepare, and submit, at their own expense, value
26 engineering change proposals, including proposals for
27 modification in the design, for the improvement of the operation
28 or maintenance of the Mid-Canyon Pretreatment Plant. Submission

1 of such proposals is not mandatory under this Decree, and this
2 provision is intended solely to provide a mechanism for Settling
3 Third-Party Plaintiffs to provide EPA and/or the State with
4 suggestions for improving the operation of the Mid-Canyon
5 Pretreatment Plan. Neither EPA nor the State is under any
6 obligation to act upon, or respond to, any proposal submitted by
7 Settling Third-Party Plaintiffs and no action or inaction by EPA
8 or the State with respect to such a proposal shall be subject to
9 judicial review. This Paragraph shall not, however, be construed
10 to otherwise limit any rights Settling Third-Party Plaintiffs may
11 have to object to Plaintiffs' recovery of any costs incurred in
12 connection with the Mid-Canyon Pretreatment Plant.

13 13. Interest on Late Payment of Settlement Amount.

14 If the De Minimis Settling Defendants fail to make the
15 payment required under Paragraph 4 when due, the De Minimis
16 Settling Defendants shall pay interest on the unpaid balance, at
17 the rate prescribed by Section 107(a) of CERCLA, 42 U.S.C.
18 § 9607(a), compounded daily. Interest on the unpaid balance of
19 the settlement amount due shall accrue from the day after payment
20 is due until the date of payment of the entire amount due.

21 14. Payment of the Settlement Amount or any portion thereof
22 does not constitute payment of a penalty, fine, or monetary
23 sanction.

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VI. CERTIFICATION

15. By signing this Decree, each De Minimis Settling Defendant certifies, to the best of its knowledge and belief, the following:

(a) The maximum potential quantity and type of waste contributed to the Site by, or attributable to, such De Minimis Settling Defendant is set forth on Attachment B hereto; and

(b) The information set forth in Attachment B hereto is true and correct with respect to the waste materials that such De Minimis Settling Defendant may have contributed to the Site, or for which such De Minimis Settling Defendant may otherwise ultimately be responsible; and,

(c) To the best of the De Minimis Settling Defendant's knowledge, the amount of waste material contributed by such De Minimis Settling Defendant to the Site or otherwise attributable to such De Minimis Settling Defendant is minimal in relation to the total volume of the hazardous substances or waste materials delivered to the Site and is not significantly more toxic than other waste materials sent to or released at the Site.

VII. COVENANT NOT TO SUE BY UNITED STATES

16. Covenant Not to Sue by the United States. In consideration of the payments that will be made by the De Minimis Settling Defendants under this Decree and except as specifically provided in Paragraphs 17 and 18, the United States covenants not to sue or take administrative action against the De Minimis

1 Settling Defendants pursuant to Sections 106 and 107 of CERCLA,
2 42 U.S.C. §§ 9606, 9607 and Sections 7003 of RCRA, 42 U.S.C. §
3 6973, relating to the Site. This covenant not to sue extends
4 only to the De Minimis Settling Defendants and does not extend to
5 any other person. This covenant not to sue shall take effect for
6 each De Minimis Settling Defendant upon payment into the PTP
7 Special Account of the entire Settlement Amount, plus any
8 interest accrued thereon pursuant to Paragraph 13.

9 17. Nothing in this Decree constitutes a covenant not to
10 sue or to take action or otherwise limits the ability of the
11 United States to seek or obtain further relief from any of the
12 individual De Minimis Settling Defendants, and the covenants not
13 to sue in Paragraph 16 of this Decree are null and void as to
14 individual De Minimis Settling Defendants, if information not
15 currently known to the United States is discovered which
16 indicates that such De Minimis Settling Defendant is responsible
17 for hazardous substances sent to the Site in such greater amount
18 or of such greater toxic or other hazardous effects that such
19 De Minimis Settling Defendant no longer qualifies as a de minimis
20 party at the Site. The loss of de minimis status by any
21 De Minimis Settling Defendant(s) shall not affect the covenants
22 not to sue as to the other De Minimis Settling Defendants.
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18. Reservation of Rights of the United States.

a. General. The covenants not to sue set forth in Paragraph 16 do not pertain to any matters other than those expressly specified therein. The United States reserves, and this Decree is without prejudice to, all rights against De Minimis Settling Defendants with respect to all other matters.

b. Specific reservations. The covenants not to sue set forth in Paragraph 16 do not apply, inter alia, to the following:

(i) claims based upon failure of De Minimis Settling Defendants to meet the requirements of this Decree;

(ii) claims for damages for injury to, destruction of, or loss of natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6), including the reasonable costs of assessing such injury, destruction, or loss;

(iii) claims based upon criminal liability.

19. Nothing in this Decree is intended as a covenant not to sue or a release from liability by the United States for any person or entity other than the De Minimis Settling Defendants. Further, nothing in this Decree is intended as, and shall not be construed to be, a covenant not to sue or a release from liability by the United States for any person or entity previously named as a defendant in the United States' complaints in this action or for any person or entity who may ultimately be responsible for the liability of such named defendants.

1 20. Except as may otherwise be provided in any prior
2 Consent Decree, or administrative order on consent, the United
3 States expressly reserves all claims, demands, and causes of
4 action, either judicial or administrative, past or future, in law
5 or equity, against Settling Third-Party Plaintiffs and any person
6 or entity not a party to this Decree for any matter arising at
7 the Site. In addition, except as provided by Section 122(g)(5)
8 of CERCLA, 42 U.S.C. § 9622(g)(5), entry of this Decree and
9 receipt of payments hereunder shall not affect the liability to
10 the United States or the State of any other person, including,
11 but not limited to the Settling Third-Party Plaintiffs.
12 Provided, however, the effect of the payments by the De Minimis
13 Settling Defendants on any final allocation or accounting among
14 the remaining Parties to this action is explicitly not resolved
15 by this Decree and remains to be determined by future agreement
16 or judicial proceeding.

17 **VIII. COVENANT NOT TO SUE BY THE STATE OF CALIFORNIA**

18 21. Covenant Not to Sue by the State of California. In
19 consideration of the payments that will be made by the De Minimis
20 Settling Defendants under this Decree and except as specifically
21 provided in Paragraphs 22 and 23, the State covenants not to sue
22 or take administrative action against the De Minimis Settling
23 Defendants under Section 107 of CERCLA, 42 U.S.C. § 9607, or
24 under any California statutory or common law, to compel response
25 actions at the Site or for recovery of response costs incurred or
26 to be incurred by any person at the Site. This covenant not to
27 sue extends only to the De Minimis Settling Defendants and does
28 not extend to any other person. This covenant not to sue shall

1 take effect for each De Minimis Settling Defendant upon payment
2 into the PTP Special Account of the entire Settlement Amount,
3 plus any interest accrued thereon pursuant to Paragraph 13.

4 22. Nothing in this Decree constitutes a covenant not to
5 sue or to take action or otherwise limits the ability of the
6 State of California to seek or obtain further relief from any of
7 the individual De Minimis Settling Defendants, and the covenant
8 not to sue in Paragraph 21 of this Decree is null and void as to
9 individual De Minimis Settling Defendants, if information not
10 currently known to the State is discovered which indicates that
11 such De Minimis Settling Defendant is responsible for hazardous
12 substances sent to the Site in such greater amount or of such
13 greater toxic or other hazardous effects that such De Minimis
14 Settling Defendant no longer qualifies as a de minimis party at
15 the Site. The loss of de minimis status by any De Minimis
16 Settling Defendant(s) shall not affect the covenants not to sue
17 as to the other De Minimis Settling Defendants.

18 23. Reservation of Rights of the State of California.

19 a. General. The covenant not to sue set forth in
20 Paragraph 21 does not pertain to any matters other than those
21 expressly specified therein. The State of California reserves,
22 and this Decree is without prejudice to, all rights against De
23 Minimis Settling Defendants with respect to all other matters.

24 b. Specific reservations. The covenant not to sue set
25 forth in Paragraph 21 does not apply, inter alia, to the
26 following:
27
28

1 (i) claims based upon failure of De Minimis
2 Settling Defendants to meet the requirements of this
3 Decree;

4 (ii) claims for damages for injury to,
5 destruction of, or loss of natural resources, as
6 defined in Section 101(6) of CERCLA, 42 U.S.C.
7 § 9601(6), or state statutory or common law, including
8 the reasonable costs of assessing such injury,
9 destruction, or loss;

10 (iii) claims based upon criminal liability.

11 24. Nothing in this Decree is intended as a covenant not to
12 sue or a release from liability by the State, its Agencies,
13 Departments or instrumentalities, for any person or entity other
14 than the De Minimis Settling Defendants. Further, nothing in
15 this Decree is intended as, and shall not be construed to be, a
16 covenant not to sue or a release from liability by the State for
17 any person or entity previously named as a defendant in the
18 State's complaints in this action or for any person or entity who
19 may ultimately be responsible for the liability of such named
20 defendants.

21 25. Except as may be otherwise provided in any previous
22 consent decree or administrative order on consent, the State
23 expressly reserves all claims, demands, and causes of action,
24 either judicial or administrative, past or future, in law or
25 equity, against Settling Third-Party Plaintiffs and any person or
26 entity not a party to this Decree for any matter arising at the
27 Site. In addition, except as provided by Sections 113(f)(2) and
28 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), entry

1 of this Decree and receipt of any payments hereunder shall not
2 affect the liability to the State or the United States of any
3 other person, including, but not limited to the Settling Third-
4 Party Plaintiffs. The effect of the payments by the De Minimis
5 Settling Defendants on any final allocation or accounting among
6 the remaining Parties to this action is explicitly not resolved
7 by this Decree and remains to be determined by future agreement
8 or judicial proceeding.

9 **IX. COVENANT AND RELEASE BY THE SETTLING**

10 **THIRD-PARTY PLAINTIFFS**

11 26. The Settling Third-Party Plaintiffs will dismiss with
12 prejudice their Third-Party Complaints as to each of the De
13 Minimis Settling Defendants upon the deposit of the full
14 Settlement Amount into the Registry Account and entry of this
15 Decree.

16 27. The Settling Third-Party Plaintiffs agree to release
17 and discharge each and every De Minimis Settling Defendant, and
18 their respective past and present officers, directors,
19 shareholders, partners, parent and/or subsidiary corporations,
20 affiliates, employees, attorneys, assigns, predecessors and
21 successors, from any and all claims, debts, liens, liabilities,
22 demands, obligations, promises, acts, agreements, costs and
23 expenses (including, but not limited to, attorney's fees) which
24 are asserted in the Third-Party Complaints and which arise out of
25 or are related to waste contributions sent to the Site by each
26 such De Minimis Settling Defendant.

27 28. The agreement of the Settling Third-Party Plaintiffs to
28 dismiss the Third-Party Complaints and to release the De Minimis

1 Third-Party Defendants is null and void as to a particular De
2 Minimis Settling Defendant if, (a) the United States determines
3 in accordance with Paragraph 17 that such De Minimis Settling
4 Defendant no longer qualifies as a de minimis party at the Site
5 and, (b) the United States seeks to recover response costs from,
6 or to impose injunctive relief on, such De Minimis Settling
7 Defendant over and above costs recovered or injunctive relief
8 obtained under this Decree.

9 **X. COVENANTS AND RELEASE BY DE MINIMIS SETTLING DEFENDANTS**

10 29. The De Minimis Settling Defendants hereby covenant not
11 to sue and agree not to assert any claims or causes of action
12 against the United States or the State of California with respect
13 to the Site, including, but not limited to, (a) any direct or
14 indirect claim for reimbursement from the Hazardous Substance
15 Superfund (established pursuant to the Internal Revenue Code, 26
16 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, or 113 of
17 CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other
18 provision of law, (b) any claim against the United States or the
19 State, their employees and contractors, pursuant to Sections 107
20 or 113 of CERCLA, 42 U.S.C. § 9607 and 9613, related to response
21 costs incurred or to be incurred at the Site, or (c) any claims
22 arising out of response activities at the Site. Nothing in this
23 Decree shall be deemed to constitute preauthorization of a claim
24 within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
25 40 C.F.R. § 300.700(d). This covenant not to sue shall become
26 effective upon the lodging of this Decree. The agreement of the
27 De Minimis Settling Defendants not to sue and to release claims
28 against the United States are null and void as to any De Minimis

1 Settling Defendant to the extent that The United States exercises
2 its rights against such De Minimis Settling Defendant pursuant to
3 Paragraphs 17 or 18. The agreement of the De Minimis Settling
4 Defendants not to sue and to release claims against the State are
5 null and void as to any De Minimis Settling Defendant to the
6 extent that the State exercises its rights against such De
7 Minimis Settling Defendant pursuant to Paragraphs 22 or 23.

8 30. The De Minimis Settling Defendants hereby covenant not to
9 sue and agree not to assert any claims or causes of action
10 against the Settling Third-Party Plaintiffs with respect to the
11 Site, including, but not limited to, (a) claims based upon
12 Sections 113 of CERCLA, 42 U.S.C. § 9613, or any other provision
13 of law, or (b) any claims arising out of response activities at
14 the Site. This covenant not to sue shall become effective upon
15 entry of this Decree.

16 31. Each De Minimis Settling Defendant hereby covenants not
17 to sue and agrees not to assert any claims, other than
18 contractual claims, against any other De Minimis Settling
19 Defendant or against any person, excluding its insurers, not a
20 party to this Decree for any portion of the monies paid to the
21 United States or the State of California under this Decree. This
22 covenant not to sue shall become effective upon entry of this
23 Decree. Upon entry of the Decree, any claims related to the Site
24 brought under CERCLA by any De Minimis Settling Defendant against
25 any other De Minimis Settling Defendant or against any person not
26 a party to this Decree are hereby dismissed with prejudice.
27 Notwithstanding the foregoing, in the event that any person not a
28 party to this Decree asserts any claim against a De Minimis

1 Settling Defendant seeking contribution or indemnity in
2 connection with the Site, based upon any theory other than the
3 existence of an express right under contract, then such De
4 Minimis Settling Defendant may in addition to asserting its
5 rights under Sections 113(f)(2) and 122(g)(5) of CERCLA, 42
6 U.S.C. §§ 9613(f)(2) and 9622(g)(5), assert as a counterclaim any
7 cause of action otherwise waived by this Paragraph.

8 32. In further consideration of the entry of this Decree,
9 the De Minimis Settling Defendants dismiss with prejudice any
10 counterclaims relating to the Site they have asserted against the
11 United States, the State, and/or the Settling Third-Party
12 Plaintiffs, and the De Minimis Settling Defendants also waive any
13 claims they could have asserted in this action against the United
14 States or the State, their employees, contractors or agents.

15 33. The De Minimis Settling Defendants agree to release and
16 discharge each and every Settling Third-Party Plaintiff, and
17 their past and present officers, directors, shareholders,
18 partners, parent corporations, subsidiaries, affiliates,
19 employees, attorneys, assigns, predecessors and successors, from
20 any and all claims, debts, liens, liabilities, demands,
21 obligations, promises, acts, agreements, costs and expenses
22 (including, but not limited to, attorney's fees) which have been
23 or could have been asserted in this action. The agreement of the
24 De Minimis Settling Defendants not to sue and to release claims
25 against the Settling Third-Party Plaintiffs are null and void as
26 to any De Minimis Settling Defendant to the extent that the
27 United States, the State, or the Third Party Settling Defendants
28

1 exercise their respective rights against such De Minimis Settling
2 Defendant pursuant to Paragraphs, 17, 18, 22, 23, or 28

3 **XI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

4 34. In order to minimize litigation and administrative
5 costs, the De Minimis Settling Defendants have reached agreement
6 among themselves on a convenient and cost-effective method to
7 allocate their individual shares of the group's total settlement
8 amount. De Minimis Settling Defendants also have agreed to waive
9 and release indemnity and contribution claims against members of
10 their group. It is hereby understood and agreed that the
11 De Minimis Settling Defendants have in the aggregate paid their
12 fair share in settlement. In light of the foregoing, each
13 De Minimis Settling Defendant agrees that to the extent any such
14 settling party has paid in settlement more than its fair and
15 equitable share, such excess shall be treated as part of the
16 contribution of any settling parties alleged to have paid less
17 than their fair and equitable shares.

18 35. Nothing in this Decree shall be construed to create any
19 rights in, or grant any cause of action to, any person not a
20 party to this Decree. The preceding sentence shall not be
21 construed to waive or nullify any rights that any person not a
22 signatory to this Decree may have under applicable law. The
23 United States, the State, and Third-Party Plaintiffs each reserve
24 any and all rights defenses, claims, demands, and causes of
25 action which each party may have with respect to any matter,
26 transaction, or occurrence relating in any way to the Site
27 against any person not a party hereto.
28

1 36. Upon entry of this Consent Decree and the payment into
2 the Registry Account of the entire Settlement Amount plus any
3 accrued interest pursuant to Paragraphs 4 and 13, any and all
4 contribution claims against the De Minimis Settling Defendants
5 for Matters Addressed by this Decree are barred by CERCLA
6 Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and
7 9622(g)(5). The Matters Addressed by this Consent Decree are
8 Total Site Response Costs.

9 37. This Court shall retain jurisdiction over both the
10 subject matter of this Decree and the De Minimis Settling
11 Defendants for the purpose of enforcing the terms of this Decree.

12 **XII. LODGING AND ENTRY**

13 38. De Minimis Settling Defendants acknowledge that this
14 Decree shall be lodged with the Court for a period of at least
15 thirty (30) days for public notice and comment, and that entry of
16 the Decree is subject to 28 C.F.R. § 50.7.

17 39. Upon receipt and consideration of comments as provided
18 in Paragraph 38, the United States reserves the right to withdraw
19 or withhold its consent to this Decree.

20 **XIII. RETENTION OF RECORDS**

21 40. Until at least 5 years after the entry of this Decree,
22 each De Minimis Settling Defendant shall preserve and retain all
23 records and documents in existence before 1980 and now in its
24 possession or control or which come into its possession or
25 control that relate to waste that may have been transported to
26 and disposed of at the Site.

27 41. At any time prior to the conclusion of this document
28 retention period, upon request by the United States or the State,

1 the De Minimis Settling Defendants shall deliver any such records
2 or documents to the EPA or the State.

3 42. Each De Minimis Settling Defendant hereby certifies, to
4 the best of its knowledge, that it has not altered, mutilated,
5 discarded, destroyed or otherwise disposed of any records,
6 documents, or other information relating to its potential
7 liability regarding the Site since notification of potential
8 liability by the United States or the filing of suit against it
9 regarding the Site in this action and that it has fully complied
10 with any and all EPA requests for information pursuant to
11 Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e),
12 9622(e).

13 XIV. NOTICES

14 43. Whenever, under the terms of this Decree, written
15 notice is required to be given or a document is required to be
16 sent by one of the De Minimis Settling Defendants to the United
17 States and the State of California, or from the United States or
18 the State of California to the De Minimis Settling Defendants, it
19 shall be directed to the addressees specified below, unless
20 otherwise notified.

21 United States:

22 Chief, Environmental Enforcement Section
23 Environment and Natural Resources Division
24 U.S. Department of Justice
25 P.O. Box 7611
26 Ben Franklin Station
27 Washington, D.C. 20044
28 Reference DJ No. 90-11-2-24.

26 Director
27 Waste Management Division
28 U.S. Environmental Protection Agency
Region 9
75 Hawthorne St.

1 San Francisco, CA 94105
2 State of California:
3 William Ryan
4 Division Chief
5 Emergency Response and State-Wide Operations
6 Division
7 Department of Toxic Substances Control
8 400 P Street, 4th Floor
9 Sacramento, CA 95814
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1 Settling Third-Party Plaintiffs

2 John R. Stocker, Esq.
3 Vice President and Associate General Counsel
4 Rockwell International Corporation
5 P.O. Box 4250
6 2201 Seal Beach Blvd.
7 Seal Beach, CA 90740-8250

8 De Minimis Settling Defendants (for matters relating solely to
9 the approval and entry of this Decree):

10 Deborah C. Prosser, Esq.
11 Thomas Luebs & Mort
12 3403 Tenth Street, Suite 300
13 Riverside, California 92501

14 Patrick L. Finley, Esq.
15 Pillsbury Madison & Sutro
16 225 Bush Street
17 San Francisco, California 94120

18 De Minimis Settling Defendants (for all other purposes):

19 Agents for service identified in Attachment C.

20 **XV. WAIVER OF SERVICE**

21 44. Solely for the purposes of entering into and enforcing
22 this Decree, the De Minimis Settling Defendants hereby waive
23 service of a summons and complaint in this action and also waive
24 service of any notices of lodging and motions to enter or enforce
25 this Decree, except that service shall be made by U.S. mail with
26 postage pre-paid upon the representatives of the De Minimis
27 Settling Defendants identified in Paragraph 43 of this Decree.

28 **XVI. EFFECT OF NON-ENTRY OF DECREE**

45. If this Decree is not entered, De Minimis Settling
Defendants shall have the right to the return of all monies paid
into the Registry Account, plus any accrued interest as provided
in Paragraph 6. If the District Court's entry of this decree is
subsequently reversed by a court of appeal, then De Minimis shall
have the right to the return of all monies paid into the PTP

1 Special Account from the Registry Account. In the event the
2 District Court declines to enter this Decree, or a court of
3 appeal reverses the District Court's entry, the terms of this
4 Decree shall have no legal effect.

5 SO ORDERED THIS 21st DAY OF April, 1997
6 ~~1996~~

7
8 JAMES M. IDEMAN /s/

9 Hon. James M Ideman
10 United States District Judge
11 Central District of California
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States et al. v. J.B. Stringfellow, Jr., et al.,
3 Case No. CV 83-2501 (JMI).

4
5
6 FOR THE UNITED STATES OF AMERICA

7
8
9
10
11 7-14-1996
12 Date

L. J. Schiffer
LOIS J. SCHIFFER
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
10th St. and Pennsylvania Ave N.W.
Washington, D.C. 20530

13
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15
16
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18
19
20
21 4/15/96
22 Date

Phillip A. Brooks
PHILLIP A. BROOKS
Senior Counsel
Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044
(202) 514-3637

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NORA M. MANELLA
United States Attorney
Central District of California
LEON W. WEIDMAN
Assistant United States Attorney
Chief, Civil Division

5-18-96
Date

Kurt Zimmerman
KURT ZIMMERMAN
Assistant United States Attorney
Federal Building
Room 7516
300 North Los Angeles Street
Los Angeles, California 90012
Telephone: (213) 894-6117

1 THE UNDERSIGNED enter into this Consent Decree in the
2 matter of United States et. al v. J. B. Stringfellow, Jr., et
3 al., Case No. CV 83-2501 (JMI).

4
5
6 FOR THE UNITED STATES, CONTINUED

7
8
9
10
11 4.16.96
12 Date

John C. Wise
JOHN C. WISE
Regional Administrator
Region 9
U.S. Environmental Protection Agency
75 Hawthorne St.
San Francisco, CA 94105

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28
4/3 '96
Date

Laurie Williams
LAURIE WILLIAMS
U.S. Environmental Protection Agency
Office of Regional Counsel
Region 9
75 Hawthorne St.
San Francisco, CA 94105

1 THE UNDERSIGNED enter into this Consent Decree in the
2 matter of United States et. al v. J. B. Stringfellow, Jr., et
3 al., Case No. CV 83-2501 (JMI).

4
5
6 **FOR THE STATE OF CALIFORNIA**

7 2/8/96
8 Date

Donald A. Robinson
DONALD A. ROBINSON
Supervising Deputy Attorney General
Office of the Attorney General
California Department of Justice
300 South Spring Street
Suite 500 No.
Los Angeles, California 90013
(213) 897-2611

11
12 2/8/96
13 Date

Paul D. Blais
PAUL D. BLAIS
Deputy Director
Department of Toxic Substances
Control
400 P Street, 4th Floor
Sacramento, California 95814

16
17
18 2/8/96
19 Date

Steven Koyasako
STEVEN KOYASAKO
Senior Staff Counsel
Department of Toxic Substances
Control
400 P Street, 4th Floor
Sacramento, California 95814

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Alumax Inc.

4 Name (Print or Type) : R. P. Wolf

5 Signature: R. P. Wolf

6 Title: Vice President

7 Company: Alumax Inc.

8 Date: January 12, 1996

9 Attorney

10 Name (Print or Type) : Craig S. Bloomgarden

11 Signature: Craig S. Bloomgarden

12 Firm: MACKLIN TATRO

13 Date: January 15, 1996

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THE UNDERSIGNED Settling Third-Party Plaintiff enters into this Consent Decree in the matter of United States et al. v. J.B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

For: The Deutsch Company

Name (Print or Type):

WE HOLLER

Signature:

WE Holler

Title:

V.P.

Company:

Deutsch Co

Date:

2/14/96

Attorney

Name (Print or Type):

Signature:

Firm:

Date:

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: General Electric Company

4 Name (Print or Type):

LEONARD A. SHEN

5 Signature:

[Signature]

6 Title:

SENIOR-WESTERN U.S. & PACIFIC RM

7 Company:

GENERAL ELECTRIC CO

8 Date:

JANUARY 15, 1996

9 Attorney

10 Name (Print or Type):

ALLAN J. TOPOL

11 Signature:

[Signature]

12 Firm:

COVINGTON & BURZING

13 Date:

1/23/96

1 THE UNDERSIGNED Settling Third-Party Plaintiffs enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Paul Hubbs and Lucille Hubbs

4 Name (Print or Type): PAUL J. HUBBS

5 Signature:

6 Title:

7 Company:

8 Date: APRIL 15, 1996

9 Attorney

10 Name (Print or Type): Kenneth H. Moreno

11 Signature:

12 Firm:

13 Date: April 17, 1996

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1 THE UNDERSIGNED Settling Third-Party Plaintiffs enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Paul Hubbs and Lucille Hubbs

4 Name (Print or Type): LUCILLE HUBBS

5 Signature: *Lucille Hubbs*

6 Title: _____

7 Company: _____

8 Date: APRIL 15, 1996

9 Attorney

10 Name (Print or Type): Kenneth H. Moreno

11 Signature: _____

12 Firm: Murchison & Cumming

13 Date: April 17, 1996

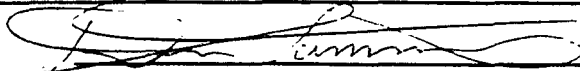
1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: McDonnell Douglas Corporation

4 Name (Print or Type):

Dan Summers

5 Signature:



6 Title:

Assistant General Counsel

7 Company:

McDonnell Douglas Corporation

8 Date:

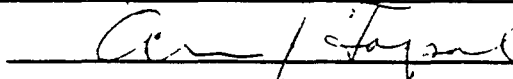
15 January 1996

9 Attorney

10 Name (Print or Type):

Allan J. Topol

11 Signature:



12 Firm:

Covington & Burling

13 Date:

16 January 1996

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Montrose Chemical Corporation of California

4 Name (Print or Type):

Frank Bachman

5 Signature:

Frank Bachman

6 Title:

President

7 Company:

Montrose Chemical Corp. of California

8 Date:

3/20/96

9 Attorney

10 Name (Print or Type):

David L. Mulliken

11 Signature:

David L. Mulliken

12 Firm:

Latham & Watkins

13 Date:

March 20, 1996

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: MASCO/NI Industries, Inc.

4 Name (Print or Type):

DAVID L. HIRSCH

5 Signature:

David L. Hirsch

6 Title:

Vice President

7 Company:

NI INDUSTRIES, INC

8 Date:

1-22-96

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

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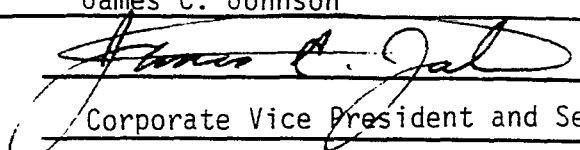
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1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).
4 For: Northrop Corporation
5 Name (Print or Type) : James C. Johnson
6 Signature: 
7 Title: Corporate Vice President and Secretary
8 Company: Northrop Grumman Corporation
9 Date: March 18, 1996
10 Attorney
11 Name (Print or Type) : _____
12 Signature: _____
13 Firm: _____
14 Date: _____
15
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1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Quantum Chemical Corporation (formerly National Distillers)

5 Name (Print or Type) :

Charles F. Daly

6 Signature:

Charles F. Daly

7 Title:

Vice President

8 Company:

Quantum Chemical Corporation

9 Date:

March 27, 1996

10 Attorney

11 Name (Print or Type) :

John D. Rice

12 Signature:

John D. Rice

13 Firm:

Quantum Chemical Corporatoin

14 Date:

March 27, 1996

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Quemetco, Inc.

4 Name (Print or Type) :

John A. De Paul

5 Signature:

John A. De Paul

6 Title:

Vice President

7 Company:

Quemetco Inc.

8 Date:

March 18, 1996

9 Attorney

10 Name (Print or Type) :

Kevin K. Callahan

11 Signature:

Kevin K. Callahan

12 Firm:

Booth, Mitchel & Strange

13 Date:

March 26, 1996

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Rainbow Canyon Manufacturing Corporation

4 Name (Print or Type):

ROBERT E. KELLY JR.

5 Signature:

Robert E. Kelly

6 Title:

VICE - PRESIDENT

7 Company:

RAINBOW CANYON MANUFACTURING CO.

8 Date:

Jan 16, 1996

9 Attorney

10 Name (Print or Type):

ROBERT E. KELLY JR.

11 Signature:

Robert E. Kelly

12 Firm:

LaFollette, Johnson, et al

13 Date:

Jan 16, 1996

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1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Rheem Manufacturing Company

4 Name (Print or Type):

Daniel H. Brown

5 Signature:

Daniel H. Brown

6 Title:

Vice President

7 Company:

Rheem Manufacturing Company

8 Date:

1/11/96

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Rockwell International Corporation

5 Name (Print or Type) :

John R. Stocker

6 Signature:

John R. Stocker

7 Title:

Vice President, Law

8 Company:

Rockwell International

9 Date:

1-12-96

10 Attorney

11 Name (Print or Type) :

12 Signature:

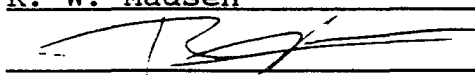
13 Firm:

14 Date:

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J.B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).
4

5 For: Rohr, Inc.

6 Name (Print or type): R. W. Madsen

7 Signature: 

8 Title: Vice President, General Counsel & Secretary

9 Company: Rohr, Inc.

10 Date: January 11, 1996

11 **Attorney:**

12 Name (Print or type): _____

13 Signature: _____

14 Firm: _____

15 Date: _____

1 THE UNDERSIGNED Settling Third-Party Plaintiffs enter into
2 this Consent Decree in the matter of United States et al. v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Stauffer Chemical Company

4 Name (Print or Type):

Joseph C. Kelly

5 Signature:

Joseph C. Kelly

6 Title:

Vice President & General Counsel

7 Company:

* Stauffer Management Co

8 Date:

February 25, 1996

10 Attorney

11 Name (Print or Type):

12 Signature:

13 Firm:


14 Date:

* Indenture of Stauffer
Chemical Co. (now a part
of Rhône-Poulenc Inc.)

1 THE UNDERSIGNED Settling Third-Party Plaintiffs enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Stringfellow Quarry Company, Inc.

4 Name (Print or Type): Christopher P. Bisgaard

5 Signature: 


6 Title: Attorney

7 Company: Lewis, D'Amato, Brisbois & Bisgaard, LLP

8 Date: January 15, 1996

9 Attorney

10 Name (Print or Type): Christopher P. Bisgaard

11 Signature: 

12 Firm: Lewis, D'Amato, Brisbois & Bisgaard, LLP

13 Date: January 15, 1996

1 THE UNDERSIGNED Settling Third-Party Plaintiff enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Weyerhaeuser Company

4 Name (Print or Type): _____

5 Signature: _____

6 Title: _____

7 Company: _____

8 Date: _____

9 Attorney

10 Name (Print or Type): _____

11 Signature: _____

12 Firm: _____

13 Date: _____

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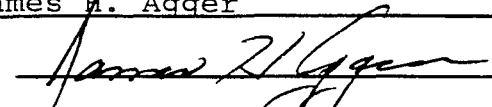
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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Air Products and Chemicals, Inc.

4 Name (Print or Type): James H. Agger

5 Signature: 

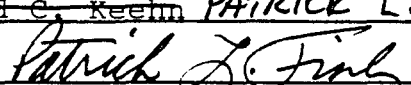
6 Title: Vice President, General Counsel and
Secretary

7 Company: Air Products and Chemicals, Inc.

8 Date: 19 January 1996

9 Attorney

10 Name (Print or Type): ~~David C. Keen~~ PATRICK L. FINLEY

11 Signature: 

12 Firm: PILLSBURY MADISON + SUTRO LLP, ATTORNEYS FOR
Air Products and Chemicals, Inc.

13 Date: 19 January 1996

1 THE UNDERSIGNED De Minimis Settling Defendants enters into this
2 Consent Decree in the matter of United States et al. v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Alco Pacific, Inc., formerly known as Alco Mining, Inc.

4 Name: Morris P. Kirk

5 Signature:

Morris P. Kirk

6 Title: President

7 Company: Alco Pacific, Inc., formerly known as Alco
Mining, Inc.

8 Date: January 25, 1996

9 Attorney

10 Name:

Philip M. Battaglia

11 Signature:

Philip M. Battaglia

12 Firm:

Sidley & Austin

13 Date:

January 31, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Aluminum Company of America ("ALCOA")

4 Name (Print or Type):

5 Signature:

6 Title:

7 Company:

8 Date:

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

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James A. Ballenbacher
James A. Ballenbacher
Counsel
Aluminum Company of America
1-29-96

Jeffrey L. Trich PATRICK FINLEY
Jeffrey L. Trich Patrick L. Finley
Alcoa Pillsbury Madison & Stroll LLP
1-29-96 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Alloy Industries, Inc.
4 Harsco Corporation, entity accepting responsibility for the
obligations of Alloy Industries, Inc. at the Stringfellow
5 Site only

6 Name (Print or Type): Paul C. Coppock

7 Signature: 

8 Title: Sr. Vice President, Chief Administrative Officer,
General Counsel & Secretary

9 Company: Harsco Corporation

10 Date: January 15, 1996

11 Attorney

12 Name (Print or Type): Nancy M. Saunders

13 Signature: 

14 Firm: Morgan, Lewis & Bockius LLP

15 Date: 1-30-96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: American Electronics, Inc.

4 Name (Print or Type) :

R. F. Holland

5 Signature:

6 Title:

President

7 Company:

American Electronics, Inc.

8 Date:

January 11, 1996

9 Attorney

10 Name (Print or Type) :

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

PILLSBURY MADISON + SUTRO LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Ametek, Inc. (Pacific Extrusions and Aluminum Extrusion
4 Co.)

5 Name (Print or Type):

NEAL R. STARK

6 Signature:

Neal R. Stark

7 Title:

Vice President

8 Company:

AMATEK INC

9 Date:

1/12/96

Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison & Suto LLP

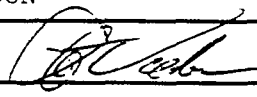
13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Asbury Environmental Services, f/k/a/ Asbury Oil Company
4 Asbury Petroleum Investments, an affiliate

5 Name (Print or Type): STEVE KERDOON

6 Signature: 

7 Title: PRESIDENT

8 Company: ASBURY ENVIRONMENTAL SERVICES

9 Date: 1/22/96

10 Attorney

11 Name (Print or Type):

12 Signature:

13 Firm:

14 Date:

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: AT&T Technologies, Inc. (Western Electric Company,
5 Inc.)

6 Name (Print or Type) :

ROY J. FARMER

7 Signature:

R J Farmer

8 Title:

STRATEGIC PLANNING AND SCENARIO DIRECTOR

9 Company:

AT&T, Inc.

10 Date:

11-2-96

11 Attorney

12 Name (Print or Type) :

RALPH M. MURPHY

13 Signature:

Ralph Murphy

14 Firm:

AT&T

15 Date:

1/22/96

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J.B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Atlantic Richfield Company, formerly known as Anaconda
5 Wire and Cable Company and Richfield Oil Corporation

6 Name (Print or Type): C. K. KNOWLES

7 Signature: [Signature]

8 Title: ENVIRONMENTAL REMEDIATION MANAGER

9 Company: ATLANTIC RICHFIELD COMPANY

10 Date: 1-30-96

11 Attorney

12 Name (Print or Type): NEAL S. BROOY

13 Signature: [Signature]

14 Firm: HEWITT, KATZ & FIFE

15 Date: 1/29/96

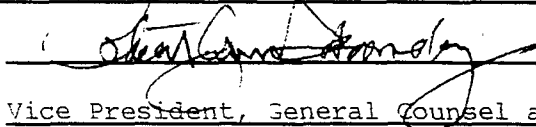
1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Avery Dennison Corporation (Avery International
4 Corporation and Fasson)

5 Name (Print or Type) :

ROBERT G. van SCHOONENBERG

6 Signature:



7 Title:

Vice President, General Counsel and Secretary

8 Company:

AVERY DENNISON CORPORATION

9 Date:

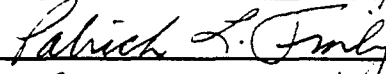
January 13, 1996

10 Attorney

11 Name (Print or Type) :

PATRICK L. FINLEY

12 Signature:



13 Firm:

Pillsbury Madison & Senter LLP

14 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Bestile Manufacturing Company

4 Name (Print or Type) :

Robert G. Luttrell

5 Signature:

Robert G. Luttrell

6 Title:

Chairman of the Board & President

7 Company:

Bestile Manufacturing Company

8 Date:

January 11, 1996

9 Attorney

10 Name (Print or Type) :

PATRICK L FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison + Suto LLP

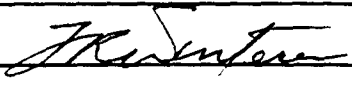
13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: BHP-Utah International Inc. (BHP Minerals International
4 Inc., Utah Construction Company, Manhattan Construction
Company, and Paul Hardeman, Inc., but only to the extent
5 Paul Hardeman contributed to the waste allocated to the BHP-
Utah joint venture group)

6 Name (Print or Type): T. R. Winterer

7 Signature: 

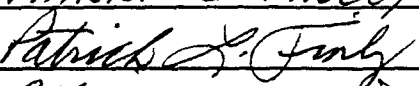
8 Title: Senior Vice President

9 Company: BHP Minerals International Inc.

10 Date: January 30, 1996

11 Attorney

12 Name (Print or Type): PATRICK L. FINLEY

13 Signature: 

14 Firm: Pillsbury Madison & Sutro LLP

15 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Blount, Inc. (Calstrip Steel Corporation)

4 Name (Print or Type): L. Daniel Morris, Jr.

5 Signature: *L. Daniel Morris Jr.*

6 Title: Vice President - Legal Services

7 Company: Blount, Inc.

8 Date: January 26, 1996

9 Attorney

10 Name (Print or Type): PATRICK L FINLEY

11 Signature: *Patrick L. Finley*

12 Firm: Pillsbury Madison + Sutor LLP

13 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Borg-Warner Security Corporation (BW/IP International, Inc.,
4 Borg-Warner Corporation, BW-Transmissions & Engine
5 Components Corporation, Borg-Warner Automotive Transmissions
& Engine Components Corporation; Borg-Warner Industrial
Products, Inc. and Byron-Jackson Division)

6 Name (Print or Type) :

EDWIN L. LEWIS,

7 Signature:

8 Title:

VICE PRESIDENT AND GENERAL COUNSEL

9 Company:

BORG-WARNER SECURITY CORPORATION

10 Date:

JANUARY 11, 1996

11 Attorney

12 Name (Print or Type) :

PATRICK L. FINLEY

13 Signature:

Patrick L. Finley

14 Firm:

Pillsbury Madison & Sutter LLP

15 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Bourns, Inc.

4 Name (Print or Type):

Gordon L. Bourn

5 Signature:

Gordon L. Bourn

6 Title:

President

7 Company:

Bourns Inc

8 Date:

January 16 1996

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison & Sutton LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
this Consent Decree in the matter of United States et. al v.
2 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Buck's of Upland, Inc.

4 Name (Print or Type):

5 Signature:

6 Title:

7 Company:

8 Date:

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Burton Plating Company
4 Integrated Specialties, Inc. formerly known as Burton
Plating Company

5 Name (Print or Type) :

DAVID R. SARGENT

6 Signature:

David R. Sargent

7 Title:

VICE PRESIDENT

8 Company:

INTEGRATED SPECIALTIES, INC. (t/k/a Burton Plating
Company)

9 Date:

January 17, 1996

10 Attorney

11 Name (Print or Type) :

Nancy M. Saunders

12 Signature:

Nancy M. Saunders

13 Firm:

Morgan, Lewis & Bockius LLP

14 Date:

1-30-96

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: California Electroplating Co., Inc.
4 John Grana, owner
Rathbone, King and Seeley, Inc., M.G.A.

5 Name (Print or Type):

6 Signature:

7 Title:

8 Company:

9 Date:

10 Attorney

11 Name (Print or Type):

12 Signature:

13 Firm:

14 Date:

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: California Electroplating Co., Inc.
4 John Grana, owner
Rathbone, King and Seeley, Inc., M.G.A.

5 Name (Print or Type): Michael A. Culbertson

6 Signature:

Michael A. Culbertson

7 Title:

Group Vice President

8 Company:

Seibels Bruce Insurance Successor of RKS

9 Date:

February 6, 1996

10 Attorney

11 Name (Print or Type): _____

12 Signature: _____

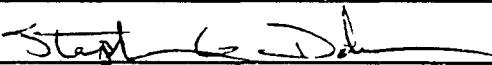
13 Firm: _____

14 Date: _____

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et al. v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Chevron U.S.A. Products Company, a division of Chevron
4 U.S.A. Inc. (Chevron U.S.A. Inc., Chevron Corporation,
Standard Oil Co. and Standard Oil Company of California,
5 Western Operations, Inc.)

6 Name (Print or Type): Stephen G. Dehmer

7 Signature: 

8 Title: Senior Superfund Specialist

9 Company: Chevron Research & Technology Company

10 Date: January 18, 1996

11 Attorney

12 Name (Print or Type): Judith P. Knapp

13 Signature: 

14 Firm: Chevron Corporation

15 Date: January 18, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Ciba-Geigy Corporation (Panel-Air Corporation)

4 Name (Print or Type) :

Deborah J. Hoffert

5 Signature:

[Signature]

6 Title:

Deputy General Counsel

7 Company:

Ciba-Geigy Corporation

8 Date:

January 18, 1976

9 Attorney

10 Name (Print or Type) :

James J. Hoffert

11 Signature:

[Signature]

12 Firm:

James J. Hoffert

13 Date:

1976-1-18

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: City of Los Angeles Department of Airports

4 Name (Print or Type):

Gerald K. Lee

5 Signature:

[Signature]

6 Title:

Deputy Executive Director

7 Company:

City of Los Angeles Department of Airports

8 Date:

January 29, 1996

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

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APPROVED AS TO FORM
JAMES B. MONTGOMERY

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JAN 29 1996

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By James Montgomery
ASSISTANT/DEPUTY

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Corona Chemical Co.

4 Name (Print or Type):

WARD, W. GARRAN

5 Signature:

Ward W. Garran

6 Title:

PRES

7 Company:

8 Date:

9 Attorney

10 Name (Print or Type):

11 Signature:

Mal Anderson

12 Firm:

ANDERSON, McPHAPLIN & CONNERS

13 Date:

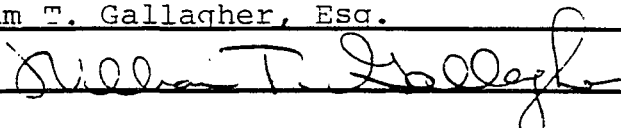
January 23, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Crown Cork and Seal Company, Inc.

4 Name (Print or Type): William T. Gallagher, Esq.

5 Signature:



6 Title:

Attorney

7 Company:

Crown Cork & Seal Company, Inc.

8 Date:

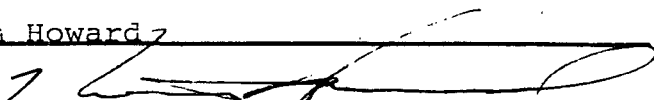
1/29/96

9 Attorney

10 Name (Print or Type):

Keith Howard

11 Signature:



12 Firm:

Cooper, White & Cooper

13 Date:

January 19, 1996

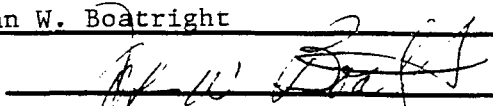
1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Delta Air Lines, Inc. and/or Delta Air Lines, Inc. as
4 successor by merger to third-party defendant Western
Air Lines, Inc.

5 Name (Print or Type) :

John W. Boatright

6 Signature:



7 Title:

Director - Airport & Corporate Affairs

8 Company:

Delta Air Lines, Inc.

9 Date:

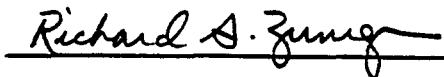
January 22, 1996

10 Attorney

11 Name (Print or Type) :

Richard S. Zuniga

12 Signature:



13 Firm:

Loeb & Loeb LLP

14 Date:

January 26, 1996

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Desert Bermuda Properties, Inc., as successor in interest to
4 Southern California Aircraft Company

5 Name (Print or Type):

6 Signature:

7 Title:

8 Company:

9 Date:

10 Attorney

11 Name (Print or Type):

12 Signature:

13 Firm:

14 Date:

DENISE A. NARDI

SCHELL & DELAMER

January 18, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Dixon Hard Chrome, Inc.

4 Name (Print or Type):

RONALD W DIXON

5 Signature:

Ronald W Dixon

6 Title:

Pres.

7 Company:

Dixon Hard Chrome, Inc.

8 Date:

1-23-96

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison & Carter LLP

13 Date:

2/1/96

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Electro Optical Systems/Scientific Data Systems (aka SDS
4 Systems), Xerox Corporation, Parent

5 Name (Print or Type): James C. MacKenzie

6 Signature: 

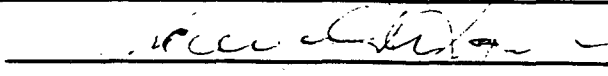
7 Title: Director, Environment, Health & Safety

8 Company: Xerox Corporation

9 Date: January 31, 1996

10 Attorney

11 Name (Print or Type): Michael J. Logan

12 Signature: 

13 Firm: Ramsay, Johnson & Klunder

14 Date: January 15, 1996

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Estech, Inc.
4 Esmark Investments, Inc., parent
5 Beatrice Company, parent
6 Beatrice Companies, Inc., parent
7 Hunt-Wesson, Inc., parent
8 Con-Agra, Inc., parent

9 Name (Print or Type) :

D. T. PETERS

10 Signature:

D. T. Peters

11 Title:

12 Company:

BEATRICE

13 Date:

1-24-96

14 Attorney

15 Name (Print or Type) :

Michael T. Zarro

16 Signature:

Michael T. Zarro

17 Firm:

BROBECK, PHLEGER & HARRISON

18 Date:

January 30, 1996

1 THE UNDERSIGNED DeMinimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et al. v. J.B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Evr-Gard Coatings Company, a Partnership, as successor in
4 interest to Evr-Gard Coatings Corporation, a California
corporation
5 Gregory L. Smith dba Evr-Gard Coatings Company
Richard D. Hebb dba Evr-Gard Coatings Company

6
7 Name (Print or Type): Evr-Gard Coatings Company, a Partnership,
8 as successor in interest to Evr-Gard
9 Coatings Corporation, a California
corporation

10 Signature:

Gregory L. Smith

11 Title:

Partner

12 Company:

Evr-Gard Coatings Company

13 Date:

February 12, 1996

14 Name (Print or Type):

Gregory L. Smith dba Evr-Gard Coatings
15 Company

16 Signature:

Gregory L. Smith

17 Title:

Partner

18 Company:

Evr-Gard Coatings Company

19 Date:

February 12, 1996

20
21 Attorney

22 Name (Print or Type):

Philip M. Madden

23 Signature:

Philip M. Madden

24 Title:

Partner

25 Company:

Madden, Jones & Cole

26 Date:

February 12, 1996

1 THE UNDERSIGNED DeMinimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et al. v. J.B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Evr-Gard Coatings Company, a Partnership, as successor in
4 interest to Evr-Gard Coatings Corporation, a California
corporation
5 Gregory L. Smith dba Evr-Gard Coatings Company
Richard D. Hebb dba Evr-Gard Coatings Company

6 Name (Print or Type): Evr-Gard Coatings Company, a Partnership,
7 as successor in interest to Evr-Gard
8 Coatings Corporation, a California
corporation

9 Signature: 
Richard D. Hebb

10 Title: Partner

11 Company: Evr-Gard Coatings Company

12 Date: February 12, 1996

13
14 Name (Print or Type): Richard D. Hebb dba Evr-Gard Coatings
Company

15 Signature: 
16 Richard D. Hebb

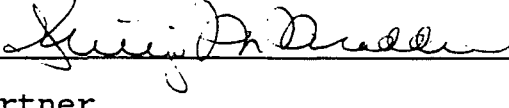
17 Title: Partner

18 Company: Evr-Gard Coatings Company

19 Date: February 12, 1996

20 Attorney

21 Name (Print or Type): Philip M. Madden

22 Signature: 

23 Title: Partner

24 Company: Madden, Jones & Cole

25 Date: February 12, 1996

1 For: Fairbanks, Morse & Co.
2 Coltec Industries, Inc., successor in interest
3 Name (Print or Type): CHARIS S. EATY
4 Signature: C. Eaty
5 Title: Exec Dir Envtl
6 Company: Coltec Industries
7 Date: 1/22/96
8 Attorney
9 Name (Print or Type): Tim R. Mure
10 Signature: Tim R. Mure
11 Firm: Coltec Industries Inc
12 Date: January 32, 1996
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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Ferro Corporation

4 Name (Print or Type):

Leonard D. Young

5 Signature:

LEONARD D. YOUNG

6 Title:

Assistant Secretary

7 Company:

Ferro Corporation

8 Date:

January 29, 1995

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pellissippi Madison & Sutro LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Ford Motor Company (Philco Ford Corporation and Ford
5 Aerospace Corporation)

6 Name (Print or Type) :

7 Signature:

8 Title:

9 Company:

10 Date:

11 Attorney

12 Name (Print or Type) :

13 Signature:

14 Firm:

15 Date:

FORD MOTOR COMPANY

JAN 29 1996

Elaine Black Mills

Elaine R. Mills

FORD

January 29, 1996

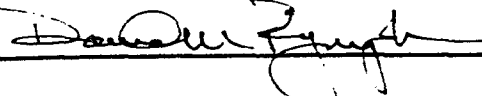
1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Fruehauf Corp.

4 Name (Print or Type):

DAVID M. RYMPH

5 Signature:



6 Title:

MANAGER ENVIRONMENTAL COMPLIANCE

7 Company:

KELSEY-HAYES COMPANY

8 Date:

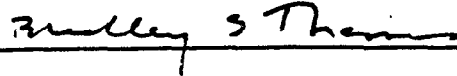
1/29/96

9 Attorney

10 Name (Print or Type):

BRADLEY S. THOMAS

11 Signature:



12 Firm:

MASON & THOMAS

13 Date:

1/31/96

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: G. W. Galloway Company
4 James J. Galloway
Mildred Galloway

5 Name (Print or Type):

6 Signature:

7 Title:

8 Company:

9 Date:

10 Attorney

11 Name (Print or Type):

12 Signature:

13 Firm:

14 Date:

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: General Battery Corporation
4 Exide Corporation, parent and successor to the
5 liabilities of General Battery Corporation for purposes
6 of the Stringfellow Site only

7 Name (Print or Type):

John P. Baranski

8 Signature:



9 Title:

Vice President - Environmental Resources

10 Company:

EXIDE CORPORATION

11 Date:

January 16, 1996

12 Attorney

13 Name (Print or Type):

Nancy M. Saunders

14 Signature:



15 Firm:

Morgan, Lewis & Bockius LLP

16 Date:

1-30-96

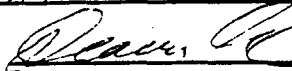
1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: George Industries, also known as George Industries, Inc.

4 Name (Print or Type):

CLAIRE G. GERING

5 Signature:



6 Title:

TREASURER

7 Company:

GEORGETE INDUSTRIES

8 Date:

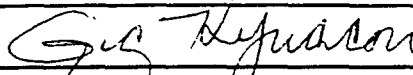
1/29/96

9 Attorney

10 Name (Print or Type):

GIG KYRIACOU

11 Signature:



12 Firm:

PLETON, MARUTANI & KYRIACOU

13 Date:

1/29/96

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: GTE California Incorporated (General Telephone Company)

4 Name (Print or Type):

5 Signature:

6 Title:

7 Company:

8 Date:

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

Kenneth K. Ckely
Kenneth K. Ckely
VICE PRESIDENT
GTE CALIFORNIA INCORPORATED
1/18/96

Robert H. Wyman
Robert H. Wyman
staff attorney GTE California Incorporated
January 18, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Halliburton, Inc.

4 Name (Print or Type) :

DAVID L. JAMES

5 Signature:

David L. James

6 Title:

PRESIDENT

7 Company:

HALLIBURTON, INC.

8 Date:

February 10, 1996

9 Attorney

10 Name (Print or Type) :

Richard S. Zeilenga

11 Signature:

Richard S. Zeilenga

12 Firm:

De Castro, West & Chodorow, Inc.

13 Date:

February 15, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Hoechst Celanese Corporation (Celanese Coatings Company)



4 Name (Print or Type): Harry R. Benz

5 Signature: *Harry R. Benz*

6 Title: Sr. Vice President & Chief Financial Officer

7 Company: Hoechst Celanese Corporation

8 Date: January 19, 1996

9 Attorney

10 Name (Print or Type): PATRICK L. FINLEY

11 Signature: *Patrick L. Finley*

12 Firm: Pillsbury Madison & Smith LLP

13 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: ICI American Holdings Inc., parent
5 ZENECA Holdings Inc., parent
6 (for Fibertite Corporation, Fiberite West Coast
7 Corporation,
8 or ICI Composites, Inc.) * now known as Fiberite, Inc. HKP

9 Name (Print or Type):

J. Kent Riegel

10 Signature:

J. Kent Riegel

11 Title:

Vice President & General Counsel

12 Company:

ICI American Holdings Inc

13 Date:

1/24/96

14 Attorney

15 Name (Print or Type):

Michael T. Zarro

16 Signature:

Michael T. Zarro

17 Firm:

BROBECK, PHLEGER & HARRISON

18 Date:

January 30, 1996

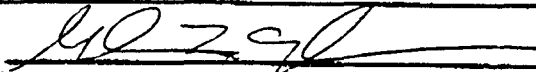
1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: ICI American Holdings Inc., parent
4 ZENECA Holdings Inc., parent
(for Fibertite Corporation, Fiberite West Coast,
5 Corporation,
or ICI Composites, Inc.)* *now known as Fiberite, Inc. *hca*

6 Name (Print or Type):

Glenn M. Engelmann

7 Signature:



8 Title:

Vice President, General Counsel & Secretary

9 Company:

Zeneca Holdings Inc.

10 Date:

January 26, 1996

11 Attorney

12 Name (Print or Type):

Michael T. Zarro

13 Signature:



14 Firm:

BROBECK, PHLEGER & HARRISON

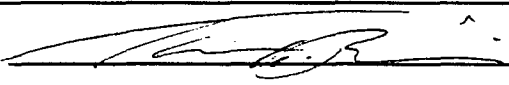
15 Date:

January 30, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Imo Industries, Inc. (formerly named Transamerica Delaval,
4 Adel Division of General Metals Corporation and Imo Delaval,
Inc.)

5 Name (Print or Type) : Thomas M.O'Brien

6 Signature: 

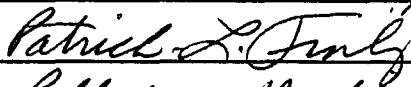
7 Title: Assistant General Counsel

8 Company: Imo Industries Inc.

9 Date: January 12, 1996

10 Attorney

11 Name (Print or Type) : PATRICK L. FINLEY

12 Signature: 

13 Firm: Pillsbury Madson & Patto LLP

14 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Ingersoll-Rand Company (Proto Tool Company)

4 Name (Print or Type): Patricia Nachtigal

5 Signature:

6 Title:

Vice President & General Counsel

7 Company:

Ingersoll-Rand Company

8 Date:

January 30, 1996

9 Attorney

10 Name (Print or Type):

James D. Ray, Esq.

11 Signature:

Assistant Company Counsel & Environmental Counsel

12 Firm:

Ingersoll-Rand Company

13 Date:

January 30, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: J. & M. Anodizing

4 Name (Print or Type): Joe M. King

5 Signature: 

6 Title: President

7 Company: J & M ANODIZING, INC.

8 Date: January 24, 1996

9 Attorney

10 Name (Print or Type): _____

11 Signature: _____

12 Firm: _____

13 Date: _____

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: J.F. Kerns Industries

4 Name (Print or Type):

Bennett Kerns

5 Signature:

Bennett Kerns

6 Title:

assistant vice president

7 Company:

J. F. Kerns Industries

8 Date:

2-9-96

9 Attorney

10 Name (Print or Type):

Bennett Kerns

11 Signature:

Bennett Kerns

12 Firm:

Bennett Kerns

13 Date:

2-9-96

14 Attorney:

Name

Richard J. Hildebrandt

Signature

Richard J. Hildebrandt

Firm:

HILDEBRANDT & LUCKY

Date:

2/12/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: JH Baxter & Co.

4 Name (Print or Type) :

WILLIAM YEN

5 Signature:

CHIEF FINANCIAL OFFICER

6 Title:

7 Company:

J H BAXTER & COMPANY

8 Date:

January , 1996

9 Attorney

10 Name (Print or Type) :

KEVIN H. PARK

11 Signature:

MERCER AND ZINDER

12 Firm:

13 Date:

January 12, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Joslyn Corporation (Joslyn Pacific Company and Joslyn
4 Manufacturing Company)

5 Name (Print or Type) : CARL S. GRABINSKI
6 Signature: Carl S. Grabinski
7 Title: PRESIDENT
8 Company: JOSLYN CORPORATION
9 Date: JANUARY 26, 1996

10 Attorney

11 Name (Print or Type) : CARL S. GRABINSKI
12 Signature: Carl S. Grabinski
13 Firm: JOSLYN CORPORATION
14 Date: JANUARY 26, 1996
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1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Kraft Foods, Inc. (Dart Industries, Inc., Rexall
4 Chemical Company, Atlantic Gelatin, General Foods
Corporation and Rexall Drug and Chemical Company)

5 Name (Print or Type): Romer G. Wilsek

6 Signature: *Romer G. Wilsek*

7 Title: Director of Environmental Affairs

8 Company: Kraft Foods, Inc.

9 Date: January 11, 1996

10 Attorney

11 Name (Print or Type): PATRICK L. FINLEY

12 Signature: *Patrick L. Finley*

13 Firm: Pillsbury Madison + Suto LLP

14 Date: 2/9/96

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Liquid Chemical Corporation

4 Name (Print or Type):

Donald E Garrett

5 Signature:

Donald E. Garrett

6 Title:

President LIQUID CHEMICAL CORP.

7 Company:

10585 INDUSTRY AVE.
HANFORD, CA 93230

8 Date:

Jan. 16, 1996

9 Attorney

10 Name (Print or Type):

None used in this matter except P.L. Finley

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison & Suto LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: LA Galvanizing Co.

4 Name (Print or Type): JAMES L. ROSENKRANZ

5 Signature: *James L. Rosenkranz*

6 Title: PRESIDENT

7 Company: LOS ANGELES GALVANIZING CO.

8 Date: 1-22-1996

9 Attorney

10 Name (Print or Type): James D. Lipschultz, Esq.

11 Signature: *[Signature]*

12 Firm: GIBBS, GIDEN, LOCHER & ACRET

13 Date: January 23, 1996

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: MacDermid, Inc.

4 Name (Print or Type):

John L. Jordan

5 Signature:

John L. Jordan

6 Title:

Secretary

7 Company:

MacDermid Incorporated

8 Date:

1-12-96

9 Attorney

10 Name (Print or Type):

John L. Jordan

11 Signature:

John L. Jordan

12 Firm:

MacDermid Incorporated

13 Date:

1-12-96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Lockheed Martin Corporation, on behalf of Commonwealth
4 Aluminum Corp., formerly Martin Marietta Aluminum, Inc., formerly
known as Harvey Aluminum, Inc.

5 Name (Print or Type):

JAMES R. BUCKLEY

6 Signature:

James R. Buckley

7 Title:

ASSOCIATE GENERAL COUNSEL

8 Company:

LOCKHEED MARTIN CORPORATION

9 Date:

January 30, 1996

10 Attorney

11 Name (Print or type):

STEPHEN C. TAYLOR

12 Signature:

Stephen C. Taylor

13 Firm:

SHEPPARD MULLIN RICHTER & HAMPTON

14 Date:

1/30/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Mask-Off Company, Inc.

4 Name (Print or Type): Steven B. Sites

5 Signature: *Steven B Sites*

6 Title: President

7 Company: Mask-Off Company, Inc.

8 Date: January 10, 1996

9 Attorney

10 Name (Print or Type): PATRICK L. FINLEY

11 Signature: *Patrick L. Finley*

12 Firm: *Pillsbury Madison + Intro LLP*

13 Date: *2/1/96*

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4
5 For: McKesson Corporation (McKesson & Robbins, Foremost-McKesson
6 and Foremost Engineering)

7 Name (Print or Type) :

RICHARD H. HAWKINS

8 Signature:

Richard H. Hawkins

9 Title:

Vice President and Controller

10 Company:

McKesson Corporation

11 Date:

January 22, 1996

12 Attorney

13 Name (Print or Type) :

PATRICK L. FINLEY

14 Signature:

Patrick L. Finley

15 Firm:

Pillsbury Madison & Astro LLP

16 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Nelson Name Plate Company

4 Name (Print or Type):

THOMAS CASSUTT

5 Signature:

Thomas Cassutt

6 Title:

PRESIDENT

7 Company:

NELSON NAME PLATE COMPANY

8 Date:

JANUARY 12, 1996

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Pillsbury Madison + Suto LLP

12 Firm:

Patrick L. Finley

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Northwest Mosquito and Vector Control District, f/k/a/
4 Northwest Mosquito Abatement District

5 Name (Print or Type) : GEORGE READ

6 Signature: *George Read* 2-6-96

7 Title: PRESIDENT

8 Company: NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT f/k/a/
NORTHWEST MOSQUITO ABATEMENT DISTRICT

9 Date: _____

10 Attorney

11 Name (Print or Type) : DEBORAH C. PROSSER

12 Signature: *Deborah C Prosser*

13 Firm: THOMAS, MORT & PROSSER, LLP

14 Date: _____

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Orange Heights Orange Association

4 Name (Print or Type): J. E. Lamar

5 Signature:

x J. E. Lamar

6 Title:

President

7 Company:

ORANGE HEIGHTS ORANGE ASSOCIATION

8 Date:

January 18, 1996

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison & Butro LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Owens-Illinois, Inc.

4 Name (Print or Type):

Howard G. Bruss

5 Signature:

6 Title:

Assistant Secretary

7 Company:

Owens-Illinois, Inc.

8 Date:

January 29, 1996

9 Attorney

10 Name (Print or Type):

Brian D. Bubbs

11 Signature:

12 Firm:

Howarth & Smith

13 Date:

January 30, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Pacific Tube Company

4 Name (Print or Type): D. G. Abramowitz

5 Signature: *D. G. Abramowitz*

6 Title: Vice President and Treasurer

7 Company: Pacific Tube Company

8 Date: January 23, 1996

9 Attorney

10 Name (Print or Type): PATRICK L. FINLEY

11 Signature: *Patrick L. Finley*

12 Firm: Pillsbury Madison & Ingersoll LLP

13 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Pacific Forge, Incorporated

4 Name (Print or Type): DAVID B. ASHBY

5 Signature: *David B Ashby*

6 Title: VICE PRESIDENT

7 Company: AVIS INDUSTRIAL CORPORATION

8 Date: January 24, 1996

9 Attorney

10 Name (Print or Type): PATRICK L. FINLEY

11 Signature: *Patrick L Finley*

12 Firm: Pellaburg Madison + Patw LLP

13 Date: 2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI). .

3 For: PCC Technical Industries, Inc. (formerly Automation
4 Industries, Inc.), successor by merger to Chemical Contour
Corporation

5 Name (Print or Type) :

THOMAS L. FLATTERY

6 Signature:

Thomas L. Flattery

7 Title:

Attorney in Fact

8 Company:

9 Date:

February 7, 1996

10 Attorney

11 Name (Print or Type) :

THOMAS L. FLATTERY

12 Signature:

Thomas L. Flattery

13 Firm:

Thomas L. Flattery, Attorney at Law

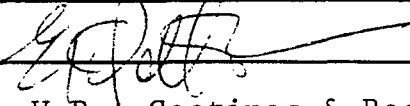
14 Date:

February 7, 1996.

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: PPG Industries, Inc.

4 Name (Print or Type): E. Kears Pollock,

5 Signature: 

6 Title: Sr. V.P., Coatings & Resins

7 Company: PPG Industries, Inc.

8 Date: January 23, 1996

9 Attorney

10 Name (Print or Type): Joseph M. Karas

11 Signature: 

12 Firm: PPG Industries, Inc.

13 Date: January 23, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: The Press Enterprise Co.

4 Name (Print or Type):

Marcia McQuern

5 Signature:

Marcia McQuern

6 Title:

President

7 Company:

Press-Enterprise Co.

8 Date:

Jan. 22, 1996

9 Attorney

10 Name (Print or Type):

Gene Tanaka

11 Signature:

Gene Tanaka

12 Firm:

Best Best & Krieger

13 Date:

Jan 24, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Reichhold Chemicals, Inc.

4 Name (Print or Type):

5 Signature:

6 Title:

7 Company:

8 Date:

9 Attorney

10 Name (Print or Type):

11 Signature:

12 Firm:

13 Date:

Daniel E. Uyesato

Daniel E. Uyesato

Assistant General Counsel

Reichhold Chemicals, Inc

1/24/96

Norman A. Dupont

Paul, Hastings, Janofsky & Walker

January 25, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: S-G Metals Industries, Inc. (Sonken-Galamba Corporation)

4 Name (Print or Type):

ERWIN R. JACKIN

5 Signature:

Erwin R. Jackin

6 Title:

V. P. Secy-Treas

7 Company:

S. G METALS INDUSTRIES, INC

8 Date:

22 Jan 96

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison + Antro

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Scovill, Inc. (Ajax Hardware Manufacturing Corporation)

4 Name (Print or Type):

NICOLAS W. COMBEMALE

5 Signature:

NICOLAS W. COMBEMALE

6 Title:

PRESIDENT

7 Company:

SCOVILL, INC. (AJAX HARDWARE MAN. CORP.)

8 Date:

1/29/96

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison + Schroeder LLP

13 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Selectile of California, Inc., and Selectile Company, Inc.

4 Name (Print or Type):

DONALD W. SCHWARTZ

5 Signature:

6 Title:

President

7 Company:

Selectile of Calif. Inc.

8 Date:

APRIL 24, 1996

9 Attorney

10 Name (Print or Type):

RONALD L. SMITH

11 Signature:

Ronald L. Smith

12 Firm:

PARKER • STANBURY

13 Date:

April 25, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Southern California Edison Co.

5 Name (Print or Type):

R A CAVALLI

6 Signature:

[Signature]

7 Title:

MANAGER OF LAW OPERATIONS & CLAIMS

8 Company:

SO CALIF EDISON

9 Date:

2/9/96

10 Attorney

11 Name (Print or Type):

DOUGLAS P. DITONTO

12 Signature:

[Signature]

13 Firm:

SO. CAL. EDISON LAW DEPT.

14 Date:

2/9/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Standard Nickel-Chromium Plating Company

4 Name (Print or Type): George H. Dulgarian

5 Signature:

George H. Dulgarian

6 Title:

Vice President

7 Company:

Standard Nickel-Chromium Plating Company

8 Date:

January 22, 1996

9 Attorney

10 Name (Print or Type):

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison + Astro LLP

13 Date:

2/1/96

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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Sunkist Growers, Inc.

4 Name (Print or Type):

Dale V. Cunningham

5 Signature:

Dale V. Cunningham

6 Title:

Sr. Vice President

7 Company:

Sunkist Growers, Inc.

8 Date:

January 25, 1996

9 Attorney

10 Name (Print or Type):

Nancy M. Saunders

11 Signature:

Nancy M. Saunders

12 Firm:

Morgan, Lewis & Bockius LLP

13 Date:

1-30-96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into
2 this Consent Decree in the matter of United States et. al v.
3 J. B. Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Teledyne, Inc. (Fabrodynamics, Inc. and Teledyne
5 Battery Products)

6 Name (Print or Type): Judith R. Nelson

7 Signature:

8 Title:

9 Company:

10 Date:

11 Attorney

12 Name (Print or Type):

13 Signature:

14 Firm:

15 Date:

Judith R. Nelson

General Counsel and Secretary

Teledyne, Inc.

January 30, 1996

PATRICK L. FINLEY

Patrick L. Finley

Pillsbury Madison + Satrio US

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Texaco Refining and Marketing Inc.

4 Name (Print or Type):

Patrick W. Tomlinson

5 Signature:

Patrick W. Tomlinson

6 Title:

General Manager

Environment, Health & Safety

7 Company:

Texaco Refining & Marketing, Inc.

8 Date:

January 19, 1996

9 Attorney

10 Name (Print or Type):

Judith A. Wenker

11 Signature:

Judith A. Wenker

12 Firm:

Texaco Inc

13 Date:

1/19/96

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Thermo Electron Corporation (Thermo Process Services Inc.,
4 Thermo Process Systems Inc., Cal-Doran Metallurgical
Services, Inc. and California Doran Heat Treating Company)

5 Name (Print or Type):

SANDRA L. LAMBERT

6 Signature:

Sandra Lambert

7 Title:

SECRETARY

8 Company:

Thermo Electron Corporation; Thermo
Process Systems Inc., Cal-Doran

9 Date:

Metallurgical Services, Inc., Thermo Process
Services, Inc., Jan 29, 1996

10 Attorney

11 Name (Print or Type):

PATRICK L. FINLEY

12 Signature:

Patrick L. Finley

13 Firm:

Pillsbury Madison + Antro LLP

14 Date:

2/1/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Trojan Battery Co.

4 Name (Print or Type): RICHARD R. Godber

5 Signature: *Richard R. Godber*

6 Title: President and CEO

7 Company: TROJAN BATTERY COMPANY

8 Date: January 16 1996

9 Attorney

10 Name (Print or Type): JAMES G. VAN DAM

11 Signature: *James G. Van Dam*

12 Firm: c/o Mower, Koehler Nebeker Carlson & Hallock

13 Date: 1/22/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: TRW, Inc. (TRW Semiconductors, Inc., TRW Systems and TRW,
5 Inc.)

6 Name (Print or Type) :

D. B. Goldston

7 Signature:

David B Goldston

8 Title:

Assistant Secretary

9 Company:

TRW Inc.

10 Date:

1/29/96

11 Attorney

12 Name (Print or Type) :

F. David Trickey, Esq.

13 Signature:

F. David Trickey

14 Firm:

TRW Inc.

15 Date:

1/29/96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Union Oil Company of California dba UNOCAL (American Mineral
5 Spirits Company ("AMSCO") and Collier Carbon & Chemical
6 Corporation)

7 Name (Print or Type) :

IAN A. WEBSTER

8 Signature:

Ian A. Webster

9 Title:

CHIEF ENGINEER SUPERFUND

10 Company:

UNOCAL CORP.

11 Date:

1/29/96

12 Attorney

13 Name (Print or Type) :

BRANDAN M. DIXON

14 Signature:

Brandan M. Dixon

15 Firm:

ASSOCIATE GENERAL COUNSEL - UNOCAL

16 Date:

1-29-96

1 THE UNDERSIGNED De Minimis Settling Defendants enter into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: United Resources, Inc.
4 Airteck Dynamics, Inc., predecessor
5 Ketria, Inc., predecessor
6 Country Club of Miami Corporation, subsidiary
7 Section 11 Property Corp., subsidiary
8 Country Club of Miami Realty, Inc., subsidiary
9 GBB Investments, Inc., subsidiary
10 Section 3 Property Corp., subsidiary
11 Section 12 Property Corp., subsidiary
12 United Marine, Inc., subsidiary
13 Nauti-Mar, Incorporated, subsidiary
14 Atgar Development Corporation, subsidiary
15 Lear Operations Research & Development Corp.,
16 subsidiary
17 Land & Leisure, Inc., an affiliate

11 Name (Print or Type):

12 Signature:

13 Title:

14 Company:

15 Date:

16 Attorney

17 Name (Print or Type):

18 Signature:

19 Firm:

20 Date:

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: Univar Corporation (Van Waters & Rogers)

5 Name (Print or Type): William A. Butler

6 Signature: *William A. Butler*

7 Title: V.P. and General Counsel

8 Company: Univar Corporation (Van Waters & Rogers Inc.)

9 Date: January 25, 1996

10 Attorney

11 Name (Print or Type): Allan B. Bakalian

12 Signature: *Allan B. Bakalian*

13 Firm: Univar Corporation (Van Waters & Rogers Inc.)

14 Date: January 25, 1996

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
3 Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

4 For: WEBER METALS, INC. (formerly known as and sued herein as Weber
5 Metals & Supply Co.) (parent--Metallwerke Otto Fuchs, K.G.)

6 Name (Print or Type):

Bruce L. Hansen

7 Signature:

Bruce L. Hansen

8 Title:

V.P. Finance

9 Company:

WEBER METALS, INC.

10 Date:

1-25-96

11 Attorney

12 Name (Print or Type):

Steven P. Rice

13 Signature:

Steven P. Rice

14 Firm:

Kindel & Anderson

15 Date:

1-29-96

1 THE UNDERSIGNED De Minimis Settling Defendant enters into this Consent Decree in the matter of
2 *United States et al. v. J. B. Stringfellow, Jr., et al.*, Case No. CV 83-2501 (JMI).

3 For: Wyle Laboratories, Wyle Laboratories, Inc. and Wyle Electronics

4 Dated: February 21, 1996

Wyle Laboratories, Wyle Laboratories, Inc.
and Wyle Electronics

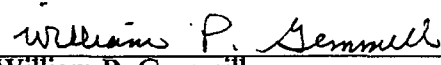
5 By: 

6 Donald J. Cwik

7
8 Attorney

9 Dated: February 27, 1996

Gascou, Gemmill & Thornton

10
11 By: 

12 William P. Gemmill

13 Attorneys for Wyle Laboratories, Wyle
14 Laboratories, Inc. and Wyle Electronics
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1 THE UNDERSIGNED De Minimis Settling Defendant enters into this
2 Consent Decree in the matter of United States et. al v. J. B.
Stringfellow, Jr., et al., Case No. CV 83-2501 (JMI).

3 For: Zero Corporation (Zero Manufacturing Company)

4 Name (Print or Type) :

ANITA J. CUTCHALL

5 Signature:

Anita J. Cutchall

6 Title:

Corporate Secretary

7 Company:

ZERO Corporation

8 Date:

January 26, 1996

9 Attorney

10 Name (Print or Type) :

PATRICK L. FINLEY

11 Signature:

Patrick L. Finley

12 Firm:

Pillsbury Madison, Arthur LLP

13 Date:

2/1/96

"De Minimis" Consent Decree and Settlement Agreement United States et al. v. J. B. Stringfellow, et al. CIV 83-2501 JMI(C.D. CA).

ATTACHMENT A

The chart below identifies in the first column, the entities who are the De Minimis Settling Defendants under this Decree. For purposes of historical clarity, the Chart also identifies for each De Minimis Settling Defendant (or group of De Minimis Settling Defendants) the entity or entities whose alleged activities gave rise to the alleged liability addressed by this Decree. This historical information is divided in to two categories: (1) the entity or entities as named in a third-party complaint filed in this action, and (2) the entity or entities as identified in a list compiled by the Environmental Protection Agency in 1983 that purported to identify persons or entities who sent wastes to the Stringfellow Site (the "Generator Summary"). The Generator Summary was compiled principally from records obtained from Mr. J. B. Stringfellow, Jr., a former operator of the Stringfellow Site.

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
1. Air Products and Chemicals, Inc.	Air Products and Chemicals, Inc.	Air Products and Chemicals, Inc.
2. Alco Pacific, Inc. formerly known as Alco Mining, Inc	Alco Pacific Mining, Inc.	Alco Mining, Inc.
3. Alloy Industries, Inc.; Harsco Corporation, entity accepting responsibility for the obligations of Alloy Industries, Inc. at the Stringfellow Site only	Alloy Industries, Inc.	Alloy Industries, Inc.
4. Aluminum Company of America ("ALCOA")	Aluminum Company of America (ALCOA)	Aluminum Company of America

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
5. American Electronics, Inc.	American Electronics, Inc.	American Electronics, Inc.
6. Ametek, Inc. (Pacific Extrusions and Aluminum Extrusion Co.)	Pacific Extrusions, Inc.	Pacific Extrusions, as successor in interest to Aluminum Extrusions Co.; Aluminum Extrusion Co.
7. Asbury Environmental Services, f/k/a Asbury Oil Company Asbury Petroleum Investments, an affiliate	Asbury Oil Co., Inc.	Asbury Oil Company
8. AT&T Technologies, Inc. (Western Electric Company, Inc.)	Western Electric Company, Inc.	AT&T Technologies, Inc., as successor in interest to Western Electric, Inc.
9. Atlantic Richfield Company, formerly known as Anaconda Wire and Cable Company and Richfield Oil Corporation	Atlantic Richfield Company	Anaconda Wire and Cable Company and Richfield Oil Corporation
10. Avery Dennison Corporation (Avery International Corporation and Fasson)	Avery International Corp.	Avery International Corporation; Avery International Corp.
11. Bestile Manufacturing Company	Bestile Mfg. Company	Bestile Manufacturing Co.
12. BHP-Utah International Inc. (BHP Minerals International Inc., Utah Construction Company, Manhattan Construction Company and Paul Hardeman, Inc., but only to the extent Paul Hardeman contributed to the waste allocated to the BHP-Utah joint venture group)	Utah-Hardman Manhattan	Manhattan Construction Company; Utah International Inc. aka Utah Construction Company; Paul Hardeman, Inc.
13. Blount, Inc. (Calstrip Steel Corporation)	Calstrip Steel Corp.	Calstrip Steel Corporation; Calstrip Steel Corp.
14. Borg-Warner Security Corporation (BW/IP International, Inc., Borg-Warner Corporation, BW-Transmissions & Engine Components Corporation, Borg-Warner Automotive Transmissions & Engine Components Corporation; Borg-Warner Industrial Products, Inc. and Byron-Jackson Division)	Borg Warner Corp.	Borg-Warner Corp.
15. Bourns, Inc.	Bourns, Inc.	Bourns, Inc.
16. Buck's of Upland, Inc.	Buck's of Upland	Buck's of Upland

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
17. Burton Plating Company; Integrated Specialties, Inc., formerly known as Burton Plating Company	Burton Silverplating Co.	Burton Plating Company
18. California Electroplating Co., Inc. John Grana, owner Rathbone, King and Seeley, Inc., M.G.A.	California Electroplating Co.	California Electro Plating Co.
19. Chevron U.S.A. Products Company, a division of Chevron U.S.A. Inc. (Chevron U.S.A. Inc., Chevron Corporation, Standard Oil Co. and Standard Oil Company of California, Western Operations, Inc.)	Standard Oil Company of California	Chevron Corporation; Standard Oil Co.
20. Ciba-Geigy Corporation (Panel-Air Corporation)	Panel Air Co.	Panel-Air Corporation; Panel Air Co.
21. City of Los Angeles Department of Airports	Los Angeles, City of	City of Los Angeles, Department of Airports
22. Corona Chemical Co.	Corona Chemical Co.	Corona Chemical Company
23. Crown Cork and Seal Company, Inc.	Crown Cork and Seal Co.	Crown Cork and Seal Company
24. Desert Bermuda Properties, Inc., successor in interest to Southern California Aircraft Company	Desert Bermuda Properties	Southern California Aircraft Corp.
25. Dixon Hard Chrome, Inc.	Dixon Hard Chrome, Inc.	Dixon Hard Chrome Co.; Dixon Hard Chrome
26. Electro Optical Systems/Scientific Data Systems (aka SDS Systems); Xerox Corporation, Parent	Xerox Corporation	SDS Data Systems
27. Estech, Inc. Esmark Investments, Inc., parent Beatrice Company, parent Beatrice Companies, Inc., parent Hunt-Wesson, Inc., parent Cong-Agrea, Inc., parent	Estech	Swift & Co.
28. Evr-Gard Coatings Corporation Gregory L. Smith dba Evr-Gard Coatings Company Richard D. Hebb dba Evr-Gard Coatings Company	Evr-gard Coatings Corporation	Evr-Gard Coatings Corporation

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
29. Fairbanks, Morse & Co.; Coltec Industries, Inc., successor in interest	Fairbanks, Morse & Company	Fairbanks, Morse & Company
30. Ferro Corporation	Ferro Corporation	Ferro Corporation
31. Ford Motor Company (Philco Ford Corporation and Ford Aerospace Corporation)	Ford Aerospace and Communications Corp.	Ford Aerospace & Communications Corp.; Philco-Ford Corp.
32. Fruehauf Corp.	Kolsey Hayes Corporation	Fruehauf Corporation
33. G.W. Galloway Company James J. Galloway Mildred Galloway	C.W. Galloway Company	G.W. Galloway Company
34. General Battery Corporation Exide Corporation, parent and successor to the liabilities of General Battery Corporation for purposes of the Stringfellow Site only	General Battery Corp.	General Battery Corporation
35. George Industries, also known as George Industries, Inc.	George Industries	George Industries
36. GTE California Incorporated (General Telephone Company)	General Telephone	General Telephone Company of California
37. Halliburton, Inc.	Halliburton, Inc.	Halliburton, Inc.
38. Hoechst Celanese Corporation (Celanese Coatings Company)	Celanese Coatings Co.	Celanese Coatings Company
39. ICI Composites, Inc. ICI American Holdings, Inc., parent ZENECA Holdings Inc., parent	ICI Composites	Fiberite Corporation
40. Imo Industries, Inc. (formerly named Transamerica Delaval, Adel Division of General Metals Corporation and Imo Delaval, Inc.)	Transamerica Delaval	Transamerica Delaval, Inc.; Delaval Turbine
41. Ingersoll-Rand Company (Proto Tool Company)	Proto Tool Company, Inc.	Proto Tool Co.; Proto Tool Company
42. J. & M. Anodizing	J. & M. Anodizing	J & M Anodizing
43. J.F. Kerns Industries	J.F. Kerns Industries	J.F. Kerns Industries
44. J.H. Baxter & Company	J.H. Baxter & Company	J.H. Baxter & Company
45. Joslyn Corporation (Joslyn Pacific Company and Joslyn Manufacturing Company)	Joslyn Pacific	Joslyn Pacific Co.; Joslyn Mfg. & Supply Co.

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
46. Kraft Foods, Inc. (Dart Industries, Inc., Rexall Chemical Company, Atlantic Gelatin, General Foods Corporation and Rexall Drug and Chemical Company)	Dart Industries; General Foods Corp.	Dart Industries, Inc.; General Foods Corporation; Rexall Chemical Co.
47. LA Galvanizing Co.	Los Angeles Galvanizing Company	Los Angeles Galvanizing Co.
48. Liquid Chemical Corporation	Liquid Chemical Corp.	Liquid Chemical Corp.; Liquid Chemical Corporation
49. MacDermid, Inc.	MacDermid Inc.	MacDermid Incorporated; MacDermid, Inc.
50. Martin Marietta Corp.	Martin Marietta Aluminum	Martin Marietta Corporation
51. Mask-Off Company, Inc.	Mask-Off Company	Mask-Off Company, Inc.; Mask-Off Co.
52. McKesson Corporation (McKesson & Robbins, Foremost-McKesson and Foremost Engineering)	Foremost and McKesson	Foremost Engineering, Inc.; McKesson Corporation; McKesson and Robbins, Inc.
53. Nelson Name Plate Company	Nelson Name Plate Co.	Nelson Name Plate Company; Nelson Name Plate Co.
54. Northwest Mosquito and Vector Control District, f/k/a/ Northwest Mosquito Abatement District	Northwest Mosquito Abatement Co. of Riverside	Northwest Mosquito Abatement District
55. Orange Heights Orange Association	Orange Heights Orange Association	Orange Heights Orange Association
56. Owens -Illinois, Inc.	Owens-Illinois, Inc.	Owens-Illinois
57. Pacific Forge, Incorporated	Pacific Forge, Inc.	Pacific Forge, Inc.
58. Pacific Tube Company	Pacific Tube Company	Pacific Tube Company; Pacific Tube Co.
59. PCC Technical Industries, Inc. (formerly Automation Industries, Inc.), successor by merger to Chemical Contour Corporation	Automation Industries, Inc.	Chemical Contour Corporation
60. PPG Industries, Inc.	PPG Industries, Inc.	PPG Industries, Inc.
61. Reichold Chemicals, Inc	Reichold Chemicals, Inc.	Reidchold Chemicals, Inc.
62. S-G Metals Industries, Inc. (Sonken-Galamba Corporation)	S-G Metals Industries	S-G Metals Industries, Inc.
63. Scovill, Inc. (Ajax Hardware Manufacturing Corporation)	Ajax Hardware Corp.	Scovill, Inc.; Scovill Inc., as successor in interest to Ajax Hardware Corporation

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
64. Selectile of California, Inc.	Selectile Company, Inc.	Selectile Company, Inc.
65. Southern California Edison Co.	Southern California Edison	Southern California Edison Company
66. Standard Nickel-Chromium Plating Company	Standard Nickel-Chrome Plating Co., Inc.	Standard Nickel-Chromium Plating Co.; Standard Nickel-Chromium Plating Company
67. Sunkist Growers, Inc.	Sunkist Growers, Inc.	Sunkist Growers, Inc.
68. Teledyne, Inc. (Fabrodynamics, Inc. and Teledyne Battery Products)	Teledyne, Inc.	Teledyne, Inc.
69. Texaco Refining and Marketing Inc.	Texaco, Inc.	Texaco, Inc.
70. The Press Enterprise Co.	Press Enterprise Company	Press Enterprise Company
71. Thermo Electron Corporation (Thermo Process Services Inc., Thermo Process Systems Inc., Cal-Doran Metallurgical Services, Inc. and California Doran Heat Treating Company)	Cal-Doran Metallurgical Services	Cal-Doran Metallurgical Services, Inc., dba Cal-Doran Heat Treating Co.; California-Doran Heat Treating Co.
72. Trojan Battery Co.	Trojan Battery Company	Trojan Battery Company
73. TRW, Inc. (TRW Semiconductors, Inc., TRW Systems and TRW, Inc.)	TRW, Inc.	TRW, Inc.
74. Union Oil Company of California dba UNOCAL (American Mineral Spirits Company ("AMSCO") and Collier Carbon & Chemical Corporation)	American Mineral Spirits Co., Inc.	American Mineral Spirits Co.; Collier Carbon & Chemical Corp.; Union Oil Company of California; Collier Carbon and Chemical Corp.

De Minimis Settling Defendant ¹	Entity as Named in EPA's February 1983 Generator Summary	Entity as Named in Third Party Complaint(s)
75. United Resources, Inc. Airteck Dynamics, Inc., predecessor Ketria, Inc., predecessor Country Club of Miami Corporation, subsidiary Section 11 Property Corp., subsidiary Country Club of Miami Realty, Inc., subsidiary GBB Investments, Inc., subsidiary Section 3 Property Corp., subsidiary Section 12 Property Corp., subsidiary United Marine, Inc., subsidiary Nauti-Mar, Incorporated, subsidiary Atgar Development Corporation, subsidiary Lear Operations Research & Development Corp., subsidiary Land & Leisure, Inc., an affiliate	Airteck Dynamics, Inc.	United Resources, Inc. Successor In Interest to Airtek Dynamics, Inc.
76. Univar Corporation (Van Waters & Rogers)	Univar Corp.	Univar, as successor in interest to Van Waters and Rogers
77. Weber Metals, Inc. Metallworks Otto Fuchs, parent	Weber Metals & Supply Co.	Weber Metals & Supply Co.
78. Delta Air Lines, Inc. and/or Delta Air Lines, Inc. as successor by merger to third-party defendant Western Air Lines, Inc.	Western Airlines	Western Airlines, Inc.
79. Wyle Laboratories	Wyle Laboratories	Wyle Laboratories, Wyle Laboratories, Inc., Wyle Electronics
80. Zero Corporation (Zero Manufacturing Company)	Zero Corp.	Zero Corporation, formerly known as Zero Manufacturing Company

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ATTACHMENT B

For purposes of this Decree only, the chart below identifies the wastes attributable to each De Minimis Settling Defendant.

	Company Name(s) (as listed in column 1 of Attachment A to this Decree)	Volume Attributable to the De Minimis Settling Defendant(s)	Type of Waste
1.	Air Products and Chemicals, Inc.	7,350	Industrial waste acids Spent caustic Caustic waste Spent sodium hydroxide Sodium hydroxide Caustic soda solution Industrial waste Acids
2.	Alco Pacific, Inc. formerly known as Alco Mining, Inc	1,000	Expended sulfuric acid, PH3
3.	Alloy Industries, Inc.; Harsco Corporation, entity accepting responsibility for the obligations of Alloy Industries, Inc. at the Stringfellow Site only	1,700	Hydrofluric acid Muriatic acid waste acid
4.	Aluminum Company of America ("ALCOA")	10,800	10% Nitric acid 90% water Sodium hydroxide solution (High caustic concentration)
5.	American Electronics, Inc.	1,400	Solution pH2 Sulfuric acid Hexavalent chrome Dissolved aluminum Industrial waste acids Waste chromic solutions & other chemicals Aluminum deoxidizer
6.	Ametek, Inc. (Pacific Extrusions and Aluminum Extrusion Co.)	5,000	15% sulfuric acid 66 degrees baume, Ph 0.2 Waste sulfuric Industrial waste acids Waste sulfuric acid

7.	Asbury Environmental Services, f/k/a Asbury Oil Company Asbury Petroleum Investments, an affiliate	5,000	Industrial waste
8.	AT&T Technologies, Inc. (Western Electric Company, Inc.)	1,250	8-10% Sulfuric acid Battery acid - specific gravity 1200
9.	Atlantic Richfield Company, formerly known as Anaconda Wire and Cable Company and Richfield Oil Corporation	6,181	Formvar, epoxy & plain resin enamel (no acid additives)
10.	Avery Dennison Corporation (Avery International Corporation and Fasson)	4,015	Blend of organic solvents- flammable lactol spirits, toluene, methanol Methyl ethyl ketone Synthetic rubbers, resins Paint sludge Industrial waste acids
11.	Bestile Manufacturing Company	6,134	Mixed waste PH 2-3: 1.4% fluorine, 0.6% chromium III, 0.6% chromium VI NaOH, waste paint sludge (metal pigments, synthetic resins, aromatic solvents) Waste chemicals Waste acid Paint stripping solution: sodium hydroxide 5-7%, pH 12-13 Industrial waste acids Alkaline material Sodium hydroxide Chromic acid Acid waste Caustic soda solution Chromic acid solution Strip process tank (industrial waste acids) Paint & caustic Spray booth industrial waste acids Chromic acid Caustic soda Industrial waste Acids Sludge
12.	BHP-Utah International Inc. (BHP Minerals International Inc., Utah Construction Company, Manhattan Construction Company and Paul Hardeman, Inc., but only to the extent Paul Hardeman contributed to the waste allocated to the BHP-Utah joint venture group)	2,700	Nitric acid Hydrochloric acid 20 baume Industrial waste acids Acids Nitric acid 42 baume Industrial waste

13.	Blount, Inc. (Calstrip Steel Corporation)	12,240	5 sulfuric acid 2% HF & 6% HNO3 acid waste Industrial waste acids Hydrofluoric Nitric acid Industrial waste Waste nitric acid Waste
14.	Borg-Warner Security Corporation (BW/IP International, Inc., Borg-Warner Corporation, BW-Transmissions & Engine Components Corporation, Borg-Warner Automotive Transmissions & Engine Components Corporation; Borg-Warner Industrial Products, Inc. and Byron-Jackson Division)	7,100	Chromic acid (40 oz. chromic oxide per gal.) Industrial waste acids (69% Water, 15% Phosphoric, 10% Nitric Acid, 6% Activator) Industrial Waste Spent chromic acid Chromic acid waste Industrial waste chromic acid Chromic acid Material
15.	Bourns, Inc.	2,265	Used toluene Used solder peanut oil Industrial waste Used sulfur acid
16.	Buck's of Upland, Inc.	870	Chromic acid Industrial waste acid Dilute chromic acids Chromic acid solution Wastewater & solids Sodium hydroxide
17.	Burton Plating Company; Integrated Specialties, Inc., formerly known as Burton Plating Company	2,500	Industrial waste acids, PH 7 Sulfuric acid Nitric acid Hydrochloric acid Phosphoric acid Insoluble solids Shop dirt Sawdust Cig butts Wood
18.	California Electroplating Co., Inc. John Grana, owner Rathbone, King and Seeley, Inc., M.G.A.	550	5-6% Chromic acid waste - PH 5
19.	Chevron U.S.A. Products Company, a division of Chevron U.S.A. Inc. (Chevron U.S.A. Inc., Chevron Corporation, Standard Oil Co. and Standard Oil Company of California, Western Operations, Inc.)	400	Tetra ethyl lead & water Tetra ethyl lead and water from tank cleaning Industrial waste acids

1	20.	Ciba-Geigy Corporation (Panel-Air Corporation)	1,000	Sulfuric acid Industrial waste Waste acid Spent sulfuric
2				
3	21.	City of Los Angeles Department of Airports	2,000	Sulfuric acid Sulphuric acid & sludge Sulphuric waste acids Waste sulphuric acids Industrial waste acids
4				
5	22.	Corona Chemical Co.	1,000	1,00 gals. Unspecified
6	23.	Crown Cork and Seal Company, Inc.	2,750	Tank bottom varnish Sediment
7				
8	24.	Desert Bermuda Properties, Inc., successor in interest to Southern California Aircraft Company	600	0.8% Chromic acid 78% Chromic acid
9				
10	25.	Dixon Hard Chrome, Inc.	2,125	Chrome plating solution, Chrome solution Waste chrome solution Chrome waste solution Industrial waste acids Chromic solution
11				
12				
13	26.	Electro Optical Systems/Scientific Data Systems (aka SDS Systems); Xerox Corporation, Parent	965	Acetylene sludge Nitrad-80% Nitric acid
14				
15	27.	Estech, Inc. Esmark Investments, Inc., parent Beatrice Company, parent Beatrice Companies, Inc., parent Hunt-Wesson, Inc., parent Cong-Agrea, Inc., parent	9,500	Sludge Phosphoric acid
16				
17				
18				
19	28.	Evr-Gard Coatings Corporation Gregory L. Smith dba Evr-Gard Coatings Company Richard D. Hebb dba Evr-Gard Coatings Company	4,950	Caustic waste water
20				
21	29.	Fairbanks, Morse & Co.; Coltec Industries, Inc., successor in interest	1,600	Acid tank from parkerizing Setup
22				
23	30.	Ferro Corporation	12,500	Ceramic glaze waste: silica, feldspar, alkaline borates, fluorides, lead, zinc, lime, titanium, iron oxide, cobalt oxide, nickel oxide compounds, alkaline Industrial waste acids Tile glaze waste Slurry of solids mixed with water
24				
25				
26				
27				
28				

31.	Ford Motor Company (Philco Ford Corporation and Ford Aerospace Corporation)	7,175	Waste chromic acid Waste acid Industrial waste
32.	Fruehauf Corp.	1,600	Undiluted sulfuric acid
33.	G.W. Galloway Company James J. Galloway Mildred Galloway	3,400	30 parts distilled water Concentrated sulfuric acid, 1-4 parts sodium Dichromate, 1,800 gals Unspecifid
34.	General Battery Corporation Exide Corporation, parent and successor to the liabilities of General Battery Corporation for purposes of the Stringfellow Site only	500	Sulfuric Sulfuric acid, specific gravity 1.8id,
35.	George Industries, also known as George Industries, Inc.	3,900	Water 15% Wt. Sulfuric acid 2 oz/gal aluminum salts PH .015
36.	GTE California Incorporated (General Telephone Company)	795	Waste acid
37.	Halliburton, Inc.	5,500	15% Sulfuric acid concentrate
38.	Hoechst Celanese Corporation (Celanese Coatings Company)	5,478	Paint thinner Paint stripper & miscellaneous Paint stripping & water Paint stripper & water Waste materials Sodium hydroxide Industrial waste Caustic soda
39.	ICI Composites, Inc. ICI American Holdings, Inc., parent ZENECA Holdings Inc., parent	14,406	Acetylene sludge Paint sludge Tank bottom sediment, 3,400 gals. Unspecified
40.	Imo Industries, Inc. (formerly named Transamerica Delaval, Adel Division of General Metals Corporation and Imo Delaval, Inc.)	7,900	Chromic acid Waste acid Caustic acid Nitric acid Sulfuric acid Acid Industrial waste acids Chromic acid wastes Industrial waste
41.	Ingersoll-Rand Company (Proto Tool Company)	600	Waste nitric acid Industrial easte Acid
42.	J. & M. Anodizing	1,000	Chromic acid

43.	J.F. Kerns Industries	2,500	Muriatic acid, less than 20% baume
44.	J.H. Baxter & Company	8,412	30% Muriatic acid
45.	Joslyn Corporation (Joslyn Pacific Company and Joslyn Manufacturing Company)	15,100	Industrial waste acids Spent acid Spent acid: (sulfuric)
46.	Kraft Foods, Inc. (Dart Industries, Inc., Rexall Chemical Company, Atlantic Gelatin, General Foods Corporation and Rexall Drug and Chemical Company)	9,819	Sulfuric acid 66 deg baume Sulfuric acid/sulfate Sulfate sludge Industrial waste acids Ethyl-benzene Benzine Industrial waste materials Wastes Sludge water
47.	LA Galvanizing Co.	9,256	Muriatic Acid, Spent Sulfuric & Muriatic Acids
48.	Liquid Chemical Corporation	2,100	Zinc Sulfate Sludge: 5% zinc sulfate, 5% iron hydroxide, 40% clay, 50% water, PH 4.5 Industrial waste acids Dilute zinc sulfate sludge Zinc sulfate sludge
49.	MacDermid, Inc.	180	Acid mixture: chromic, muriatic, sulfuric, phosphoric, nitric, acetic Industrial waste acids Circuit etch Chromic Chloride Phosphoric Sulpha Metex circuit etch B concentrate Metex circuit etch B dilute Electro polish
50.	Martin Marietta Corp.	950	Fluorophosphate solution Conversion coat-HF
51.	Mask-Off Company, Inc.	2,300	K chromate & NA chromate Hydrofluosilicic acid Potassium & sodium chromate Industrial waste material Acid Industrial waste acids Chromic acid solution Industrial waste

52.	McKesson Corporation (McKesson & Robbins, Foremost-McKesson and Foremost Engineering)	3,900	30% Nitric acid Waste industrial acids Nitric Industrial waste acids Nitric acid solution, Turco additive Nitric acid Nitric acid solution
53.	Nelson Name Plate Company	5,150	18% Sulfuric acid, < 250 gL H2SO4, < 25 gL Al2O3 Sulfuric solution 15% Nitric acid Hydrofluoric acid Industrial waste acids Aluminum oxide
54.	Northwest Mosquito and Vector Control District, f/k/a/ Northwest Mosquito Abatement District	180	Silicon tetrachloride Ferric CL SOL Lindane Spray Dieldrin Diazinon Sevin Chlordane Toxale DDT
55.	Orange Heights Orange Association	2,500	Citrus packinghouse washer effluent water, borax, boric acid, soap & dirt Industrial waste acids Citrus packinghouse water effluent
56.	Owens -Illinois, Inc.	400	82.8% sulfuric acid, 8% water, 8.4% Fe2SO4
57.	Pacific Tube Company	2,640	4.0% spent sulfuric acid, 3.5% Iron Spent acid Spent sulfuric acid: (total acid 4.0% & Iron 3.5%) Industrial waste acids Spent sulfuric acid
58.	Pacific Forge, Incorporated	1,200	Steam cylinder oil & water emulsion Water emulsion Steam cylinder & oil-water Waste oil & water emulsion
59.	PCC Technical Industries, Inc. (formerly Automation Industries, Inc.), successor by merger to Chemical Contour Corporation	1,500	Hydrochloric-nitric, PH1, Sulfuric-chromic, PH1, Hydrofluoric-chromic, PH1
60.	PPG Industries, Inc.	5,500	Paint sludge T.P. Tank bottom sediment Paint sludge

61.	Reichold Chemicals, Inc.	2,500	Waste resin (industrial waste)
62.	S-G Metals Industries, Inc. (Sonken-Galamba Corporation)	1,000	Chromic acid Chromic acid solution Industrial waste acids Waste acid
63.	Scovill, Inc. (Ajax Hardware Manufacturing Corporation)	5,500	Sulfuric acid 40-50 deg baume Muriatic acid 10-20 deg baume Spent industrial acids Industrial waste acids Sulfuric acid 40° BE Waste acid Industrial waste Acids
64.	Selectile of California, Inc.	1,500	Light cCaustic (Cal GO #4)
65.	Southern California Edison Co.	1,200	Oil & wWater
66.	Standard Nickel-Chromium Plating Company	1,577	Chromic acid, chromium trioxide, sulfate Chromium solution 32 oz. Chromium solution Material Chromium waste Waste acid Industrial waste acids Chromic acid sludge
67.	Sunkist Growers, Inc.	2,600	98% Sulfuric acid, 2% impurities
68.	Teledyne, Inc. (Fabrodynamics, Inc. and Teledyne Battery Products)	1,000	Diversey 514 Oakite #160 Oak. 160=NaOH based etchant for aluminum) Industrial waste Lead oxide Sulfuric acid Ammonia Sludge mud Acid waste Industrial waste acids

69.	Texaco Refining and Marketing Inc.	4,200	36% Sulfuric acid 37% Water 27% hydrocarbons- sulfur-nitrogen Industrial waste acids Acid wastes Hydrocarbons, nitrogen, sulfur compounds Weak acid treater sludge Waste acids Sulfuric acid water Ethyl compounds
70.	The Press Enterprises Company	1,100	Nitric acid from sump
71.	Thermo Electron Corporation (Thermo Process Services Inc., Thermo Process Systems Inc., Cal-Doran Metallurgical Services, Inc. and California Doran Heat Treating Company)	7,000	Nitric-hydrofluoric acid Nitric acid waste Acid waste Industrial waste acids Nitric acid 15% Hydrofluoric acid 1% Hydrofluoric acid & waste Industrial waste Waste hydrofluoric acid Waste nitric & hydrofluoric acid
72.	Trojan Battery Co.	700	Sulfuric acid, specific gravity 1.6

73.	TRW, Inc. (TRW Semiconductors, Inc., TRW Systems and TRW, Inc.)	11,240	Hydrochloric acid Chromic acid Sulfuric acid Hydrofluoric acid Nitric acid Solution pH 7.5-9.0 Water (neutralized with 26° baume aqua ammonia) Waste industrial acids Acid wastes Mild acid solution from acid neutralization pit Industrial waste acids Mixed solvents: (may contain) kerosene, soluble paint thinner, acids, cutting oil, machinery oil, clean rain water, caustic water, caustic soda water, sulfuric dichromate acid, chromic acid, (deoxidizer) solution & sump (discharge waste) Acid neutralization waste Caustic soda acids Caustic water Industrial waste Acids Ammonium hydroxide Sludge Gold Nickel Copper
74.	Union Oil Company of California dba UNOCAL (American Mineral Spirits Company ("AMSCO") and Collier Carbon & Chemical Corporation)	9,615	90% acid Nitric acid 99% Sulfuric acid Industrial waste acids Sulfuric acid 90% Chemical formulation

75.	United Resources, Inc. Airteck Dynamics, Inc., predecessor Ketria, Inc., predecessor Country Club of Miami Corporation, subsidiary Section 11 Property Corp., subsidiary Country Club of Miami Realty, Inc., subsidiary GBB Investments, Inc., subsidiary Section 3 Property Corp., subsidiary Section 12 Property Corp., subsidiary United Marine, Inc., subsidiary Nauti-Mar, Incorporated, subsidiary Atgar Development Corporation, subsidiary Lear Operations Research & Development Corp., subsidiary Land & Leisure, Inc., an affiliate	150	HF, NHO3, H2SO4 & FeSO4 Balance water
76.	Univar Corporation (Van Waters & Rogers)	10,000	Paint sludge from solvent mfg. Tank bottom sediment Industrial waste
77.	Weber Metals, Inc. Metallworks Otto Fuchs, parent	500	Waste chromic acid
78.	Western Airlines, Inc. (Delta Air Lines, Inc.)	500	Muratic Acid Sulphuric Acid
79.	Wyle Laboratories	3,260	Fuming nitric acid
80.	Zero Corporation (Zero Manufacturing Company)	5,700	Sulfuric acid Chromic acid Sulfuric acid 15% Industrial waste Waste chromic acid

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ATTACHMENT C

AGENTS FOR SERVICE OF PROCESS*
FOR SETTling DE MINIMIS PARTIES

1. Air Products and Chemicals, Inc.
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6. Ametek, Inc.
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7. Asbury Environmental Services
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Stein Perlman
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* The number preceding each agent corresponds to the number on Appendix A to the Consent Decree for the entity on whose behalf he or she serves as agent.

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15. Bourns, Inc.
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22. Corona Chemical Company
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23. Crown Cork & Seal Company, Inc.
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24. Desert Bermuda Properties, Inc.
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25. Dixon Hard Chrome, Inc.
c/o Mr. Ronald W. Dixon
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Risk Management Department
c/o Mr. Lloyd Taylor
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c/o Marvin Johnson
Agent for Service of Process
Southern California Edison Company
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c/o Gene Tanaka
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Hartley Center
376 South Valencia Avenue
Brea, CA 92621

75. United Resources, Inc.
c/o Guy B. Bailey
2699 South Bayshore Drive, #800A
Miami, FL 33133
76. Van Waters & Rogers
(Univar Corporation)
Legal Department
c/o Allan B. Bakalian, Esq.
Senior Corporate Counsel
6100 Carillon Point
Kirkland, WA 98033
77. Weber Metals
c/o Bruce Hansen
16706 Garfield Avenue
Paramount, CA 90723
78. Delta Air Lines, Inc. as successor
by merger to third-party defendant
Western Air Lines, Inc.
c/o Richard S. Zuniga
Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, CA 90067
79. Wyle Laboratories
c/o William P. Gemmill
10866 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90024
80. Zero Corporation
Legal Department
c/o Ms. Anita J. Cutchall
Director of Legal Affairs and
Corporate Secretary
444 So. Flower Street, Suite 2100
Los Angeles, CA 90071-2922